

SWAGTRON®

SWAGTRON MINIMUM ADVERTISED PRICING POLICY

In order to preserve its reputation for providing customers with high value products and strong after-sales support, and to further enhance the SWAGTRON brand image and its competitiveness in the marketplace, SWAGTRON is unilaterally instituting a policy of minimum advertised price standards for SWAGTRON's products. This Minimum Advertised Pricing Policy ("MAP Policy") will become effective JUNE 1, 2016 and will apply to distributors and retailers, including catalogs and Internet retailers (collectively, "Resellers"), who resell SWAGTRON products to end users located in Canada. SWAGTRON greatly values the efforts of all Resellers to distribute SWAGTRON products and support our customers. This MAP Policy is adopted for the benefit of all Resellers and will be uniformly enforced.

This MAP Policy shall work under the following guidelines:

1. SWAGTRON will, from time to time, publish a Schedule of Manufacturer's Suggested Retail Prices ("MSRP Schedule") on its internet website, which may be amended or adjusted by SWAGTRON at any time in its sole discretion. The MSRP Schedule will identify the effective date, the products and the manufacturer's suggested retail price ("MRSP") for those products. Each advertisement of a product identified in the MSRP Schedule below the MSRP will be a violation of this MAP Policy. SWAGTRON's products not specifically identified in the MSRP Schedule are not subject to this MAP Policy. The initial MSRP Schedule is enclosed.
2. This MAP Policy applies to all advertisements of SWAGTRON's products listed on the MSRP Schedule in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, e-mail newsletters, e-mail solicitations, internet or similar electronic media, television, radio, and public signage.
3. The inclusion in advertising of free or discounted products (whether made by SWAGTRON or another manufacturer) with a product covered by this MAP Policy would be contrary to this MAP Policy if it has the effect of discounting the advertised price of the covered SWAGTRON's product below the MSRP.
4. If pricing is displayed, any strike-through or other alteration of the MSRP that is paired with a discount price below the MSRP is prohibited.
5. This MAP Policy applies to all advertised prices, including the price at which SWAGTRON's products are actually sold or offered for sale to an individual consumer within Resellers' retail location or over the telephone. Resellers must follow the MAP guideline whenever and wherever these products are offered and sold regardless of the selling circumstances.
6. This MAP Policy does not establish maximum advertised prices. All Resellers may offer SWAGTRON's products at any price in excess of the MAP, and MSRP.
7. Internet auctions may not display or have reserved bid or other acceptable prices below the MSRP.
8. Pricing listed on an internet site is considered an "advertised price" and must adhere to this MAP Policy. Any deviation to this policy is prohibited, including scenarios, such as, the customer has indicated their intent to purchase (added to shopping cart or order), the selling price is bound by this MAP Policy. Statements such as "add to basket to see price", "we will match any price", "call for price" or phrases of similar import are unacceptable as they convey a deviation from the MAP and are considered to reflect a reduction of the advertised price. In

addition, discounts applied at checkout to the entire order based on a customer’s purchasing history with the Reseller, such as discounts for “frequent shoppers”, violate this MAP Policy, and are prohibited.

9. This MAP Policy is solely within SWAGTRON’s discretion and authority acting through the duly authorized managers of SWAGTRON. No employee or sales representative of SWAGTRON has any authority to discuss, modify or grant exceptions to this MAP Policy. Any representation or action by any employee, sales representative or persons not specifically authorized to discuss, modify or grant exceptions to this MAP Policy under this paragraph is unauthorized and invalid. No oral communications about this MAP Policy are authorized. The MAP Policy Administrator shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to Resellers regarding the policy and receiving any communications regarding sanctions imposed under this MAP Policy. Any action taken by SWAGTRON under this MAP Policy shall be without liability to SWAGTRON.

10. From time to time, SWAGTRON may choose to offer special promotions on certain products. In such an event, we reserve the right to modify or suspend this MAP Policy in whole or in part by notifying all Resellers of the duration and nature of the change. SWAGTRON further reserves the right to adjust the MSRP with respect to all or certain products at its sole discretion. Such changes shall apply equally to all Resellers.

11. Intentional and/or repeated failure to abide by this MAP Policy will result in sanctions unilaterally imposed by SWAGTRON. The level of sanctions will be determined by SWAGTRON in its sole discretion and may include indefinite termination of dealership or distributorship. SWAGTRON does not intend to do business with Resellers who degrade the image of SWAGTRON and its products. SWAGTRON need not provide prior notice or issue warnings before taking any action under this MAP Policy.

12. Distributors of SWAGTRON products will supply a copy of this MAP Policy to any new or existing Reseller for their records.

13. The terms of this MAP Policy are confidential and should not be disclosed to other parties. This MAP Policy has been established by SWAGTRON to help ensure the legacy of SWAGTRON as a top producer of high performance, high quality products and to protect the reputation of its name and products. This MAP Policy is also designed to avoid destructive intra-brand conflict and to ensure that dealers and distributors have the incentive to invest resources into services for SWAGTRON’s customers.

The foregoing is a statement of SWAGTRON’s unilateral policy and expresses the terms upon which we will deal with our customers. This policy may be modified by SWAGTRON from time to time. SWAGTRON does not seek, nor will it accept, any agreement or understanding with respect to the prices you may advertise or charge at any time.

MSRP SCHEDULE

Swagtron Model #	Manufacturers Description	UPC	Currency	MAP
88570-2	SWAGTRON-T1, HANDS-FREE SMART BOARD, BLACK	855901006282	US\$	\$ 399.99
88570-4	SWAGTRON-T1, HANDS-FREE SMART BOARD, BLUE	855901006299	US\$	\$ 399.99
88570-5	SWAGTRON-T1, HANDS-FREE SMART BOARD, WHITE	855901006305	US\$	\$ 399.99
88570-6	SWAGTRON-T1, HANDS-FREE SMART BOARD, GARNET	855901006312	US\$	\$ 399.99
88570-7	SWAGTRON-T1, HANDS-FREE SMART BOARD, PINK	855901006329	US\$	\$ 399.99
88570-8	SWAGTRON-T1, HANDS-FREE SMART BOARD, GOLD	855901006336	US\$	\$ 399.99

89717-2	SWAGTRON-T3, HANDS-FREE SMART BOARD, BLACK	855901006138	US\$	\$ 499.99
89717-4	SWAGTRON-T3, HANDS-FREE SMART BOARD, BLUE	855901006145	US\$	\$ 499.99
89717-5	SWAGTRON-T3, HANDS-FREE SMART BOARD, WHITE	855901006152	US\$	\$ 499.99
89717-6	SWAGTRON-T3, HANDS-FREE SMART BOARD, GARNET	855901006169	US\$	\$ 499.99
89717-7	SWAGTRON-T3, HANDS-FREE SMART BOARD, PINK	855901006176	US\$	\$ 499.99
89717-8	SWAGTRON-T3, HANDS-FREE SMART BOARD, GOLD	855901006183	US\$	\$ 499.99

By signing this Agreement, the dealer hereby agrees to abide by the terms and conditions of SWAGTRON's Minimum Advertised Price Policy.

Account / Dealership Name _____

Print Name / Title of Authorized Person _____

Signature and Date _____