

WHITE GLOVE SERVICES POLICY

Under the White Glove Services, the intent is that Dealer will manage many of the services that are typically performed by Marketplace sellers (hereinafter defined as “Seller” or “Vendor”) under the MP Agreement. Dealer will perform the White Glove Services as a service provider and not an agent.

Vendor will not be responsible for any disciplinary terms under the MP Agreement for any obligation that Dealer has failed to perform under the White Glove Services.

1.0 SELLER STORE SETUP AND ADMINISTRATION

1.1 STORE SETUP

- a) Vendor will execute Best Buy Marketplace Seller Agreement (“MP Agreement”) and will follow the terms thereof except to the extent that Dealer agrees to perform services thereunder on its behalf as described under White Glove Services. The MP Agreement includes the Marketplace General Agreement, and the completion of the Marketplace Store Setup form.
- b) Dealer will target the completion of Vendor account approvals within four (4) business-days from date of submission by Vendor.
- c) Store setup will not be completed until the Vendor has provided all banking information defined in the Marketplace Sellers Agreement that is required by Dealer to complete bank enrollment and integration with the Marketplace platform.

1.2 SELLER PRODUCT ONBOARDING

- a) Dealer will oversee the overall product onboarding and setup by:
 - a) preparing SKU content (both English and French) and providing pricing recommendations for SKUs going into the Seller Store; and
 - b) completing all forms and templates required to load SKUs into the Marketplace platform.
- b) Vendor is required to provide Dealer with all Product information as requested by Dealer, including but not limited to:
 - i. images and other materials necessary to list the Products and will ensure that such information is correct as placed on the channels,
 - ii. any information required to ensure that the Products are assigned to the correct category for tax, environmental fees, and other purposes; and
 - iii. all information necessary for health and safety, product safety and transportation requirements including without limitation any information under the Transportation of Dangerous Goods act and any material data safety sheet information.
- b) Dealer will not be responsible for errors in the setting, communication or listing of such Products except where Vendor has notified Dealer of the error in writing, and Dealer has not corrected the error or disabled the listing within 48 hours.
- c) Dealer will create MP SKUs, UPC based on Product condition on the Vendor’s behalf. Each UPC + condition created by Dealer will be unique to that Vendor.
- d) Dealer intends, but is not obligated to, list all Products, and may delist any Products at its discretion.

1.3 PRICING AND ADJUSTMENTS

a) Vendor will be responsible for setting the prices of Products except to the extent that it delegates this authority to Dealer. Vendor will send its pricing instructions to Dealer in the method determined by Dealer. Dealer will not be responsible for errors in the setting, communication or listing of such pricing except where Vendor has notified Dealer of the error in writing, and Dealer has not corrected the error or disabled the listing within 48 hours.

b) Vendor will be responsible for all cost related to the Products, including without limitation any environmental fees, taxes not paid by the final customer, any withholding taxes, or other fees. Vendor will be the Seller on the Channel and the transaction will be a direct sale from Vendor to the end customer.

Required Documents

- Marketplace Seller Agreement ('Seller Agreement')
- Marketplace Store Setup Form
- White Glove Agreement

BEST BUY RETURNED PRODUCT SORTING AND TESTING SERVICES POLICY

2.0 PRODUCT TESTING, CLASSIFICATION, AND INDUCTION

This section applies only where Vender has engaged Dealer’s services for qualifying Pre-Owned Product (as defined in the MSA), intended for resale on Marketplace.

- a) Dealer will complete a physical inspection of the Product to assess physical condition and has full discretion to determine whether Product is suitable for resale.
- b) Dealer will complete a functional test of each unit to confirm its suitability or fitness for resale.
 - i. Basic testing includes testing power and input/output connections functionality; and as applicable confirming accessories and components are present.
 - ii. Advanced or customized testing will be completed upon request by Vendor; provided the Vendor has provided testing guidelines and documentation defining the test requirements. Additional requirements and charges are defined in the Marketplace Services Agreement (“MSA”).
- c) Dealer will determine the final grading in accordance with its then-current classification’s standards, which are currently as follows:

Classification	Description
Grade A (“Salable”):	Products that are: in like-new cosmetic condition, fault or defect free, and have all accessories.
Grade B (“Salable”):	Products that are: functional and fit for intended use (“No Fault Found” or “NFF”), have all accessories, but have minor cosmetic defects/scratch/scuff in hard to see places.
Non-Salable:	Generally, includes but is not limited to Product that is defective, or exhibits significant damage or signs of heavy use.
Non-Defective/ Not for Resale:	Product that is has been graded A or B, but is not intended for resale on Marketplace, but at the vendors option may be returned to the vendor or donated. Dealer may also dispose of this Product at Vendor’s request.

- d) These standards may change from time to time, without notice to Vendor.
- e) Tested Product which is classified as “Grade A”, or “Grade B” will be listed on the Marketplace website in using the Dealer’s then-current descriptions used to describe a Product’s condition.

Required Documents

- Best Buy Vendor Master Agreement (“VMA”)
- RTV Inspection Addendum (“Inspection Addendum”)

PRODUCT INSPECTION AND REPAIR SERVICES POLICY

3.0 REFURBISHING AND REPAIR SERVICES

- a) For any Product that is capable of storing data, the Vendor will provide full and detailed wipe and reset instructions for Dealer's use to erase and factory reset the Product. In accordance with said instructions, Dealer will a) remove all external or expandable memory sources such as SIM cards, external drives as applicable; and will ensure any device locks or links to external accounts have been removed ensuring the Product is restored to its original factory settings.
- b) Each Salable Product will be cleaned and sanitized. Dealer will ensure all adhesives, fingerprints, and residue are removed; and where applicable, dust and debris will be cleared from input and power ports.
- c) Dealer will generally reuse original packaging provided it is unblemished and any existing labels can be removed. At Dealer's discretion packaging may be substituted with a standard brown box.
- d) Vendor may also provide alternate packaging or skins to replace damaged packaging, for which additional fees may be charged by Dealer, which will be defined in the MSA.
- e) A label that clearly identifies the following unit details will be applied to each Product's package as it is received into the Marketplace store inventory.
 - i. Product number with barcode equivalent,
 - ii. Product description,
 - iii. serial number with barcode equivalent,
 - iv. Product grade, and
 - v. confirmation that Product has been "QC Tested".
- f) Additional repair Services will be completed by Dealer at Vendor's request. Services and fees for the Services will be defined in the MSA.
- g) Salable inventory will be inducted to the Marketplace Seller Store.
- h) Non-Salable and Not Defective/ Not for Resale Product will be dispositioned in accordance with the terms agreed to by the parties in the Inspection Addendum.

3.1 PRODUCT WARRANTY AND SERVICE OBLIGATION

- a) Vendor will provide a one (1) year warranty on all brand new, "factory fresh" Products, being Products that are not Refurbished or Pre-Owned Products, with a mechanical or electrical component. All Refurbished or Pre-Owned Products must be covered by a minimum ninety (90) day warranty.
- b) Dealer will not be responsible for any warranty or implied warranty obligations for the Products except that where a defect is directly attributable to the Dealer's performance of the services defined in the Inspection Addendum and/or MSA, then Dealer will provide warranty on such Services for the lessor of:
 - i. the remainder of the Vendor's manufacturer's warranty for new Products; and,
 - ii. the remainder of the 90-day warranty period for Pre-Owned Products and Refurbished Products.
- c) All warranties are effective from the date the customer receives the Product.

Required Documents

- Best Buy Vendor Master Agreement ('VMA')
- RTV Inspection Addendum ("Inspection Addendum")
- Marketplace Services Agreement ("MSA")

INVENTORY WAREHOUSING AND ORDER FULFILLMENT POLICY

4.0 INVENTORY MANAGEMENT

- a) Dealer may provide warehousing services (“Warehousing” or “Storage” services) to Vendor, either directly or through its third party. Dealer may require that Vendor enter into a direct contractual relationship with the third party.
- b) Dealer may provide order fulfillment, logistics and/or shipping services (“Logistic Services”) to Vendor either directly or through its third party. Dealer may require that Vendor enter into a direct contractual relationship with the third party.
- c) Vendor acknowledges that Dealer will not be able to account for exact quantities of Products available for resale.
 - i. Dealer will make reasonable efforts to properly account for all Products but will not be responsible for any loss of or damage to Products in its possession.
 - ii. Vendor will take out insurance for all Products stored at Best Buy as its only recourse for lost or damaged Products or any other Vendor property.
- d) Dealer will generally provide inventory reports to Vendor on a monthly basis, in a format defined by the Dealer.

4.1 ORDER ADMINISTRATION AND FULFILLMENT

- a) Dealer will target the accepting or rejecting of each customer order within one (1) business day of being submitted
- b) Each approved order will be picked and shipped by Dealer and will include a printed packing list and Dealer will apply additional regulatory labelling as required.
- c) Any shipping costs for orders shipped on Dealer’s account will be charged to Vendor at the rates set out by Dealer, as amended time to time.
- e) Dealer will generally provide sales reports to Vendor on a monthly basis, in a format defined by the Dealer.
- d) Dealer will charge end customers the final selling price and then remit to Vendor such price along with any shipping and handling charges less any shipping charges, fees, commission, allowances, deductions, and vendor chargebacks under this Letter of Intent. Dealer will also deduct any taxes that it is required to, or elects to, remit directly to taxing authorities.

Required Documents

- Marketplace Seller Agreement (‘Seller Agreement’)
- Marketplace Store Setup Form
- White Glove Agreement

CUSTOMER ESCALATIONS & SUPPORT POLICY

5.0 SALES SUPPORT AND CUSTOMER SERVICE

- a) Dealer will provide sales support to Marketplace customers to the extent it relates to the sales or returns processes, and not the Products being sold. Such services will currently be available Monday through Friday, between the hours of 9am-5pm PST but is subject to change by Dealer. Dealer will work with the customer in good faith and will target a response time of two (2) business-days from the date received for 80% of customer inquiries.
- b) Vendor will authorize Dealer's customer support team to act on its behalf, without requiring approval to communicate with Marketplace customers; review and make final determination of the Product's eligibility for return based on the Marketplace Seller Store policies.
- c) Vendor will provide secondary support for customer escalations and will respond to escalation inquiries within 2 days of the escalation being sent by Dealer. At Dealers request, and with the customer's permission, Vendor will respond directly to escalated customer inquiries. In the event of a dispute not being resolved to the customer's satisfaction, Dealer will assist both customer and Seller to ensure proper resolution. At Dealer's discretion a refund may be provided to the customer via the Marketplace platform and the refunded amount deducted from the Seller's account.
- d) Upon approving a Product return, Dealer will: (i) will notify the customer of the return; and (ii) generate and send return labels, packing lists and return instructions to the customer. Dealer will issue a refund through the Marketplace platform to the customer's original method of payment, generally within four(4) business days of the Product's receipt and validation at Dealer's warehouse.

5.1 CUSTOMER RETURNS VALIDATION

- a) Dealer will inspect returned Product once received at Dealer's warehouse.
- b) Dealer may inspect, refurbish, and resell the Products; or return the Products to the Vendor. In all cases, title to the Products will be returned to the Vendor upon receipt from the customer, until such time that it is re-sold to customer or returned to the Vendor.
- c) Customer refunds will be withheld until such time that a) Dealer can confirm the Product received conforms with that described on the return authorization; or b) until instructed by Vendor. Vendor will not make claims against Dealer where returned Product conforms with the return authorization or, where the refund has been authorized by Vendor.
- d) Dealer reserves the right to debit the Vendor's account where a customer disputes and initiates a chargeback with the credit provider, except where a purchase authorized by Dealer is confirmed to be fraudulent by the credit card provider.

5.2 REPORTING & INVOICING

- a) Dealer will generally provide inventory and sales reporting; in a format determined by the Dealer, on a monthly basis.

Required Documents

- Marketplace Seller Agreement ('Seller Agreement')
- White Glove Agreement