BEST BUY MARKETPLACE PROGRAM POLICIES

1. Definitions

Refer to your Marketplace Seller Agreement and the Marketplace Standard Terms for definitions of capitalized terms not otherwise defined in these Program Policies.

Account Manager means your marketplace Account Manager.

<u>Marketplace Customer Emails</u> means the transactional emails we send to Customers to confirm orders, shipment, and order cancellation or refunds for Seller Products, as well as to request Customer feedback.

Payment Network means the applicable payment networks supported by Bank.

<u>Payment Network Rules</u> means the policies, guidelines and procedures related to the operation and management of the Payment Network

Reference Price refers to the price that consumers compare to the Total Price of a product or service.

<u>Seller Setup Form</u> means the form we provide to you at the time we set you up as a new seller in the Program. <u>Seller's Store</u> means the marketplace interface created to support all products, offers, inventory and pricing uploads.

Shipping Fee(s) means the shipping and handling fees you charge on a per item basis for each Seller Product. Total Price means the total amount charged to a Customer for each Seller Product sold through the Program. This includes any fees charged for shipping and/or handling but excludes amounts attributable to Sales Taxes.

2. Seller Setup Form and Contact Information

You will integrate with the Program in accordance with such requirements as provided by Best Buy from time to time. You consent to provide and will provide us, directly or through our Designated Agents, with all reasonable information we require to qualify you to participate in the Program and to set you up as a Seller in the Program. Specifically, you consent to the collection and review of your information, which will include a "know your customer" review and credit verification. We may share this information with service providers, suppliers, credit card companies, or any other third-party that supports your participation in the Program.

You must complete, maintain and ensure no informational conflicts between the Seller Setup Form, Agreement Documents and all third-party service provider requirements before we will consider adding you as a new seller or authorizing any of your Seller Product listings. Upon setup, you will also provide us with contact information for your customer service representatives that will be responsible for responding to and resolving any customer service issues. Upon request, you will provide us with a designated contact person (including name, title, phone and e-mail address) who is responsible for ensuring compliance with the Agreement Documents.

You will promptly notify your Account Manager in writing of any changes or updates to information you originally supplied to us via the Seller Setup Form.

You will only operate in the territories identified in your Seller Setup Form. Expansion of territory is subject to review and pre-approval by Best Buy.

3. Connecting to the Seller Hub

You are required to regularly visit the Seller Hub in order to stay apprised of Program information, including updates to these Program Policies, the Marketplace Standard Terms, and other relevant updates. To gain access to this portal and set up an account, you must follow the instructions provided to you during onboarding.

4. Fees

4.1 Platform Fee

You will pay us a non-refundable monthly Platform Fee for the applicable amount below. A Platform Fee is required for each Seller Store you open and operate. Access to the Program as a Seller begins on the date your Seller Store is created. The date of Seller Store creation defines the day when the Platform Fee is billed. For

example, if you create a Seller Store on the 10th of May, the first month's Platform Fee is billed on the 10th of June. You will be automatically charged the Platform Fee, and the Platform Fee will be automatically deducted from your Seller account. This charge will occur each month on day your Seller Store was created and will continue until cancelled. By becoming a Seller, you authorize us, or our Designated Agents, to charge your Seller Account automatically each month for the then-current Platform Fee, plus any applicable tax. You may cancel your Seller account at any time however any Platform Fees already paid shall be non-refundable. The Platform Fee will be one monthly fee for all Product categories you list for sale in the Seller Store and is intended to offset the costs, including services and technology provided by Best Buy, to maintain the Program. If your Seller Payment does not cover the amount of the Platform Fee in full, you will pay us the full amount within 15 business days of request.

Platform Fee: \$29.99/month

4.2 Commission Fees

For each Seller Product sold, you will owe Best Buy a Commission Fee that we will calculate by multiplying the Commission Rate for the applicable seller product category by the sum of the Total Price of each Seller Product and the applicable Shipping Fees charged to a Customer as part of a Seller Transaction. The current official Commission Rate for any seller product category may be found on the Marketplace Portal. For easy reference, a summary Commission Rate table may be found on the Seller Hub, however this summary table is for reference only and is not binding on Best Buy. Should there be any discrepancy between Commission Rates set out in any other document, marketing material or verbal representations, the Commission Rates on the Marketplace Portal shall control and will be deemed correct. We will assign each Seller Product to one of the Seller Product Categories at the time it is set up in the system. In the event that Products are assorted or submitted under the wrong category during onboarding, Best Buy reserves the right to correct or true-up any commissions related to sales of incorrectly categorized Products.

5. Product Listing Requirements and Assortment

In addition to our rights to remove set forth in the Marketplace Standard Terms, we may also remove a Seller Product from the Program at any time and for any reason at our sole discretion. Repeated listing of Excluded Products may result in suspension or termination of Seller in the Program. For questions regarding whether an item is subject to exclusion, please contact your Account Manager.

5.1 Excluded Products

Except with Best Buy's prior written consent, you may not list or otherwise offer for sale any of the items below as a Seller Product:

- Alcoholic beverages and alcohol-related products
- Any product that has been illegally replicated, reproduced or manufactured
- Body branding and permanent tattoos
- Certain dietary supplement products or any products containing ephedrine group alkaloids
- Certain food items, e.g., homemade items or items not prepared in a commercial facility
- Certain healthcare items, including wellness items, all items requiring a prescription, certain medical devices such as contact lenses, items that puncture the skin (lancets, needles or syringes), medical devices for internal use (enemas, urinary catheters), or FDA Class III Medical Devices
- Charity and fundraising products (e.g. products listed for sale on behalf of a charity or other third-party organization)
- Contracts, including cell phone (wireless) service contracts
- Counterfeit products
- Digital downloads
- Electronic cigarettes
- Embargoed goods and items imported from countries with whom the United States has enacted a trade embargo
- Etching cream that is capable of defacing property
- FIFRA products that fall under the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA") e.g. Fertilizer, pesticides, substances that control bacteria or viruses
- File sharing websites

- Firearms, handguns, BB devices, lethal weapons, weapons and related products, including pepper spray, replicas, stun guns, ammunition, reloaded ammunition, handgun safety certificates, and military items
- Fireworks
- Gambling and lottery items, including tickets or shares in a lottery game and slot machines
- Goods that you are not authorized or permitted to sell in the United States
- Hazardous Materials/Dangerous Goods products that fall under Department of Transportation Hazardous Materials Classifications (Classes 1-9), with the exception of BATTERIES, WET, NON-SPILLABLE, electric storage (UN2800), lithium-ion batteries packed with *or* contained in equipment (UN3481) *under 300 watthours*, and lithium metal batteries packed with *or* contained in equipment (UN3091) with less than 25a of lithium metal.
- Illegal products or items encouraging illegal activity
- Items that infringe upon individual privacy rights
- Mailing lists and personal information
- Manufacturers' coupons
- Mugshot removal services
- Multi-level marketing, pyramid, and matrix programs
- Obscene matter and products featuring nudity or pornography
- Offensive material examples include ethnically or racially offensive and material and Nazi memorabilia
- Paint contained in aerosol containers that is capable of defacing property
- Political memorabilia (reproduction)
- Postal stamps
- Prescription pharmaceuticals, medicine or other drugs, drug-like substances, and drug paraphernalia
- Recalled or withdrawn items
- Recopied media
- Recopied or duplicated software; as well as academic, OEM, back-up, fulfillment, promotional, beta (prerelease), unauthorized freeware/shareware, and softlifted versions of software
- Recopied and transferred video games, as well as mod chips, silver disks, video game emulators, Sega boot disks, game enhancers, unauthorized video game compilations, unauthorized bundles of video game products, and unauthorized accessories
- Salvia and any products, materials, or substances containing Salvia divinorum or Salvinorin A
- Services of any type examples include installation, extended warranty, travel industry services
- Stocks and other securities
- Stolen products and products with removed serial numbers
- Tanning devices, including ultraviolet tanning devices
- Tobacco, cigarette, or cigarette papers, or blunt wraps, or any other preparation of tobacco, or any other instrument or paraphernalia that is designed for the smoking or ingestion of tobacco, products prepared from tobacco, or any controlled substance
- Unauthorized or unlicensed merchandise, and merchandise that violates the intellectual property rights of others
- Virus, spyware, malware digital products

5.2 Assortment Process

5.2.1 Submission and Authorization

You will upload your product assortment you believe will resonate with Customers purchasing through the Program through the Marketplace Portal as per instructions provided. We reserve the right to limit, modify, allocate or otherwise modify the number or type of Seller Product listings for each Seller at any time. We may limit the number of Sellers for each product SKU or permit multiple Sellers per Seller Product Listing at our discretion.

5.2.2 Pricing

- a. All prices should be uploaded through the "Offer" funnel within the Seller's Store. Our target is to publish updates and have them appear on our site in near real-time, and with a maximum publication time of one hour.
- b. You retain sole discretion over your Total Price and under no circumstances will Best Buy make pricing decisions on your behalf. If your listings are subject to a manufacturer's published policy (e.g. minimum advertised price or a "MAP" policy, or

- UMRP), you, and not Best Buy, are solely responsible for responding to manufacturer inquiries about your listings.
- c. We allow you to submit a Reference Price for your product. You do not need to use a Reference Price or claim any saving or discount or value on your product. Best Buy may or may not use the Reference Price you submit to us. If you submit a Reference Price and we use it, you are responsible for compliance with Federal and State sales duration and pricing laws for this Reference Price.
- d. We expect the Total Price of each Seller Product to be at least as low as the Total Price of Seller Products you list for sale through your other sales channels.

5.2.3 Item Setup

Upon authorizing a Seller Product, we will set it up in the applicable Best Buy category and assign the applicable Commission Rate based on the UPC and condition information you provide to us. We reserve sole discretion over assigning Seller Product to the applicable Product Category for purposes of calculating Commission Fees.

Unless you can demonstrate to our reasonable satisfaction that you exclusively own a particular UPC + condition, any Seller may list against any UPC + Condition. If we determine you are purchasing UPC codes solely for the purpose of blocking other Sellers from listing against that UPC, we may immediately suspend your participation in the Program.

We expect you to provide all Required Product Information at the time of item setup and no later than 2 business days if requested by Best Buy. We may reject the item setup for any Seller Product for which you fail to provide all Required Product Information.

5.2.4 Pricing and Inventory Updates

You will ensure all inventory and pricing information for your listings is accurate and kept up to date at all times through your Seller's Shop.

5.2.5 Out of Stock or Discontinued Products

You will promptly notify us when you no longer have inventory for a Seller Product and wish to de-list it from Marketplace. We may remove or de-authorize any Seller Product and/or listing at our discretion. Best Buy reserves the right to remove any products that are out of stock. The Seller will still be able to upload the product again once the item is back in-stock.

5.2.6 Underperforming Products

Best Buy reserves the right to remove any product that is not performing to our expectations. You may request authorization to re-upload the product by providing a marketing or pricing strategy to your Account Manager.

5.2.7 Pre-Installed Software

Products must not contain any back-door devices, bugs, cancelbots, defects, disabling devices, remote log-in software, spy-ware, track-ware, Trojan horses, viruses, worms or other computer programming or pre-installed software or code that may damage, harm, detrimentally interfere with, provide unauthorized access to, surreptitiously intercept or expropriate any system, data or personal information. Products must not (i) record a Customer's actions without a Customer's knowledge and consent; (ii) employ a Customer's internet connection without a Customer's knowledge and consent; or (iii) gather or transmit information on a Customer or a Customer's behavior without a Customer's knowledge and consent.

6. Order Process

6.1 Order Fulfillment Expectation

Best Buy expects that orders will be shipped in most cases within 2 business days. If you cannot ship an order within 3 business days at most, we expect you to promptly cancel the order. We will then notify the Customer via email that the order has been canceled. For any canceled order, you must immediately review your inventory feed to ensure it accurately reflects your inventory levels. Any order that has not been flagged as shipped in the Seller Shop within 3 business days may be cancelled by Best Buy. You will have the ability to set your expected days to ship at either 1 or 2 days. Consistent failure to meet

fulfillment requirements and criteria may result in suspension or termination of your participation in the Program.

6.2 Confirmation

- You must confirm shipment to Best Buy through your Seller's Store once you have shipped an order
 to a Customer. We expect to receive the shipment confirmation as well as tracking number promptly
 upon item being physically shipped.
- You may not provide false tracking numbers or false shipment confirmations. Providing false information may result in immediate termination from the Program.
- Envelope shipments are excluded from the requirement to provide a tracking number. For such envelope shipments without a tracking number, you are responsible for all incidents where customer claims not to have received the shipment or part thereof. Best Buy will instruct you to re-ship the item with a valid tracking number at your own cost or ask you to credit the Customer for the item that did not arrive. You may not dispute the Customer's claim.
- Customer emails:
 - You may not send Customers any unsolicited emails regarding their orders or ask for any type of feedback.
 - Except for the Marketplace Customer Emails we send, you will work directly with Customers
 to resolve any issues according to the terms of the Agreement Documents. In responding
 to Customers, you will not include any links to your properties or direct Customers to your
 website.

6.3 Backorders

You may not backorder any Seller Products unless you can fulfill the order within 3 business days. You will cancel the order immediately if you cannot fulfill the order within this timeframe. For any canceled order, you will immediately review your inventory feed to ensure it accurately reflects your inventory levels.

6.4 Best Buy cancellations

If you do not confirm shipment within 3 business days of receiving an order, we may cancel the order. If we cancel an order, we will send a cancellation and notify the Customer via email.

6.5 Customer cancellations

If a Customer asks us to cancel an order, we will instruct the Customer to speak with you or communicate that request directly to you. If you have not already shipped the order, you should cancel it; otherwise, you should inform the Customer of your return process and policy.

6.6 Partial shipments

You should fulfill as many order line-items as you can, even if it results in a partial shipment. You will communicate all shipped product through ASN and cancel any remaining line-items that you are unable to fulfill, which will generate a Best Buy email to the Customer.

6.7 Multi-item orders

You must use every effort to ship all order items together as one single shipment (i.e. in one box). Marketplace Portal on the platform allows you to enter one tracking number per order. If you require to ship out the order in multiple shipments, you will need to message the Customers on the Marketplace Portal with the additional tracking numbers.

7. Cancellation Rate

In order to remain a seller in the Program, you may not exceed a 5% seller-initiated cancellation rate. If you exceed a 5% cancellation rate, we may suspend your account.

8. Packaging and Shipping

8.1 Packaging

You are responsible for any damage and risk of loss incurred prior to the Customer's receipt of the Seller Products. We encourage you to securely package all orders to minimize the chance of damage during shipping. You will legibly print both the shipping address and the return address on every package.

8.2 Shipping

8.2.1 Shipping Timeline

Best Buy expects that orders will be shipped in most cases within 2 business days. Any order that has not been flagged as shipped in the Seller Shop within 3 business days may be cancelled by Best Buy.

Shipping and delivery should take no longer than 8 days for arrival. Due to the increased risk of Customer fraud, Best Buy will not be responsible for any loss or fraud claims where you change the shipping address after the order is accepted without Best Buy's approval.

8.2.2 Shipping Methods

You will ship all Products via a standard shipping method with a level of service equal to or exceeding the level of service on the order. To avoid errors with order processing and Customer dissatisfaction, you may configure your products with a carrier supported by the marketplace platform. You may offer Customers expedited and express shipping options. You will ensure the order arrives at the delivery address within the appropriate ship window.

8.2.3 Shipping Fees

You will provide your Shipping Fees and you will provide at least one level of shipping pricing. If you do not provide pricing for all shipping options, only the options you select may be available to Customers. If you do not provide a value for standard shipping the default shipping rates will apply. If you do not provide any shipping option, then we will set shipping at standard ground shipping and our standard rate. You may charge reasonable rates for Shipping Fees for the purpose of recovering, in whole or in part, your actual shipping and handling costs. You will not intentionally charge Customers higher Shipping Fees for the purpose of misleading Customers with lower sales prices for Seller Product or otherwise disguising the Total Price. If you violate this prohibition, we may suspend your participation in the Program. You will ship the Seller Product via the method of shipping that the Customer selects, regardless of whether the Shipping Fee covers the actual cost. Shipping Fees communicated in the Program must always be exhaustive and contain all cost, expenses, and fees to get the Products into the possession of the Customer. Seller must communicate a flat all-inclusive shipping rate that covers all costs of shipping the Products to the Customer.

9. Customer Service and Dispute Resolution

You will ensure your customer service representatives respond to any Best Buy inquiry within 1 business day. If you frequently exceed 1 business day to respond, we may suspend your account.

If a Customer contacts you directly, you must respond within 1 business day and your response must focus on the existing Product(s) or order. You will not contact the Customer directly or respond to Customer inquiries for the purpose of promoting or selling Product(s) directly through you instead of Best Buy.

You will work with the Customer in good faith to resolve any issues or disputes with respect to an order placed through the Program. You will provide a full refund to the Customer within 1 business day of receiving notification from the Customer directly or Best Buy for any of the following reasons: (i) the Customer did not receive the Product, (ii) the Product was damaged during shipment, (iii) the Product does not match the description as listed in the Program; (iv) the Customer received the wrong Product; or (v) the product was defective.

Except as otherwise provided herein, we will not contact Customers on your behalf. Your store must offer the Customer an option to return the product with a prepaid return shipping label, provided by Best Buy. In the event you are unable to resolve a dispute to the Customer's satisfaction, Best Buy will assist both Customer and Seller in order to ensure proper resolution. If we deem it necessary to compensate such Customer, we reserve the right to refund the Customer and deduct the amount of such compensation from your Seller Payment.

Additional requirements apply for credit card disputes. See Credit Card Dispute Resolution (Section 11).

10. Returns

Customers are entitled to return Products and receive a full refund under the return policy for any Products returned during the eligible return period of 15 days. Customer returns and refunds should not be denied if a Product is returned for any of the following reasons (i) the Customer did not receive the Product, (ii) the Product was damaged during shipment, (iii) the Product does not match the description as listed in the Program; (iv) the Customer received the wrong Product; or (v) the Product was defective. You are responsible for any non-delivery, mis-delivery, non-proof of delivery, theft, or other mistake or act in connection with the return of Seller Products.

10.1 Online Requirements

For online returns, Customer will initiate the return through Customer's order history. Best Buy will provide a prepaid return label utilizing Best Buy's shipping account. Customer will then ship the Product directly back to the Seller. Any costs associated with the Product return and shipping will be offset or deducted from Seller's account. Best Buy will use commercially reasonable best efforts to source the most economical standard ground shipping rates. Once the product is returned to the Seller's warehouse or location of business, the Seller will promptly accept or reject the return and process any applicable refunds accordingly. You will process and complete returns systematically through the Marketplace Portal within 1 business day of receiving the returned Product. Returns that have not been processed and completed within 2 business days of receipt are subject to being automatically refunded by us. Once 4 business days have passed following receipt of returned goods to you, Best Buy will refund the Customer and debit your Seller's account accordingly if decision is still pending (no re-stocking fees will apply however we reserve the right to retain the associated Commission Fee). Returns include Customers who went into a Best Buy location to return the product, and the product was then shipped back to the Seller's warehouse by us. Any returns that are rejected by Seller must then be shipped back to the Customer.

If you process and complete a return substantially beyond your stated return policy without Best Buy approval or provide a partial refund to the Customer as a make-good, we reserve the right to retain the associated Commission Fee in full. A return transaction is completed when the Marketplace Portal shows it is completed. You will ensure accurate accounting and crediting of each party's accounts relating to returned Product. You will provide us with detailed reporting of all returns.

10.2 In-Store Requirements

For in-store returns, Customer will return the Product to the store and store employee will process the refund at a Point of Sale ("POS"), provided Product appears complete and within the established return window. Upon accepting the return from the Customer, Products will then be shipped back to the Seller using Best Buy's shipping account and costs associated with the Product return and shipping will be offset or deducted from Seller's account. Should the Seller receive the product and disagree with the return, Seller can then submit a payment dispute through the Seller Hub.

Seller will be responsible for all return shipping costs associated with the use of Best Buy shipping accounts. Seller will be responsible for Sanitizing returned products in accordance with the Agreement. Best Buy shall not be responsible for Sanitizing products prior to any transfer, disposal, refurbishing, recycling, resale or any other disposition of devices or products returned by Customers.

10.3 Large Item Requirements

For returns of any large, bulk, heavy, or non-standard items that require special handling or less than truckload (LTL) return services, Seller will be responsible to coordinate return logistics directly with the Customer. Large items cannot be returned in-store and will not utilize a Best Buy provided shipping label or shipping accounts. Costs presented or charged to the Customer for return shipping shall not exceed the cost of forward shipping.

10.4 Return Policy

At minimum, your returns policy should include instructions on how to return the item(s), including the specified time period in which returns are accepted, which will be 15 days. You will not charge any restocking or similar fee as part of processing returns through the Program unless you have our prior written approval to do so. If we discover that you have charged a restocking fee (or similar fee) without prior written approval, we may immediately suspend your participation in the Program. You must notify your Account Manager of any changes to your return policy to be posted on the Seller information page at least 10 days in advance of such change. Seller will provide an extended return period for Best Buy's extended holiday returns and for any uncontrollable environmental factors where this is a Best Buy policy for Sellers.

11. Credit Card Dispute Resolution

We will research any credit card charge a Customer disputes with us. We will contact you for any relevant information regarding the claim. You will respond within 2 business days with the requested information. If you do not respond with the requested information, we will debit your account for the amount of the claim. When appropriate, we will review all relevant details associated with a Chargeback or any request for both the Seller and Customer involved in the claim. This may include, but is not limited to, account history, Customer comments regarding a Chargeback, shipping and tracking information and other relevant details. Any decision we make

with respect to a Chargeback will be final. You acknowledge and agree that you will comply with the Payment Network Rules, the Card Act, the card acceptance rules and all other applicable rules and regulations.

12. Payment Information and Regulations

Without limiting the foregoing, Seller acknowledges and agrees that Best Buy is responsible and liable for the card acceptance policies and procedures of Seller with regard to its participation in the marketplace, and as such, Best Buy has unilateral rights regarding Seller product detail page and all Seller Information published on the bestbuy.com Marketplace, and Seller further acknowledges and agrees that its obligations under the Payment Network Rules include, and Seller will:

- not require minimum and maximum transaction amount as a condition of honoring a Payment Network card, except for a transaction conducted with a Visa credit card issued in the U.S. or a Mastercard card accepted in the U.S. that meets Mastercard's limited exceptions.
- not accept Visa cardholder payments for: (i) collecting or refinancing existing debt that has been deemed uncollectible by the Seller providing the associated goods or services; (ii) previous card charges; or (iii) a transaction that represents the collection of a dishonored check.
- permit repayment is only when performed in compliance with the Payment Network Rules.
- not require any cardholder to complete a postcard or similar device that includes any of the following in plain view when mailed: the cardholder's account number, card expiration date, signature, or any other card account data.
- not request or use an account number for any purpose other than as payment for its goods or services.
- not, directly or indirectly require any cardholder to pay a surcharge or any part of any merchant discount or any contemporaneous finance charge in connection with a transaction, unless explicitly done so in accordance with Applicable Law and Payment Network Rules specific to Bank's region.
- not request or encourage a cardholder to use a card with any particular acceptance brand or other form of payment or a card of a different type than the card the cardholder initially presents.
- not imposing, as a condition of Payment Network card acceptance, a requirement that the cardholder waive a right to dispute a transaction.
- not submit any transaction that arises from the acceptance of a card at a scrip-dispensing terminal or displaying Mastercard marks at any point-of-sale terminal that dispenses scrip.
- not submit to Bank any transaction that: (i) is conducted with a credit card and represents the refinancing
 or transfer of an existing Mastercard cardholder obligation that has been deemed to be uncollectible; or
 (ii) arises from the dishonor of a Mastercard cardholder's personal check.
- not disparage Mastercard or any of its products, programs, services, networks, or systems.
- not require a cardholder to provide additional identification information as a condition of card acceptance, unless such information is required to complete the applicable transaction.
- remain in compliance with the Payment Network Rules governing the use of the Mastercard marks.
- not store Card Verification Value 2 (CVV2) information subsequent to authorization.
- not use account or transaction data to create or maintain a repository of Mastercard token primary account numbers (PANs) and corresponding account PANs or to perform mapping of Mastercard token PANs to account PANs for any purpose.
- not submit a transaction that was previously disputed and subsequently returned to the Seller.
- not sell, purchase, provide, exchange, or disclose in any manner account or transaction data, including
 any PAN, primary account reference, token, or transaction data of or about a cardholder to anyone
 other than Bank, a Payment Network, or in response to a valid demand of a Governmental Authority.

13. Seller Feedback Rating

We may post feedback from our customers regarding their experiences with our Marketplace sellers. We may edit or remove feedback for profanity or in instances where Customers have left personally identifying information or the review content is not related to the Seller. We do not remove feedback simply because it reflects negatively on a Seller review score. Except for utilizing incentivizing programs provided and managed by Best Buy, you are not permitted to incentivize Seller or Product reviews in any manner.

14. Seller Disputes

In the event you disagree with any deduction taken by Best Buy,

- Best Buy requires all disputes to be filed no later than 90 days of the payment date. Disputes not submitted within the required timeframe will not be considered. To file a dispute, Sellers should log into the Seller Hub and reference the communication resources, which will provide additional contact information and instructions to file.
- Best Buy will log, track, and investigate each dispute in a timely manner. Best Buy will review and attempt to resolve a disputed deduction within 30 days.
- Upon completion of the investigation of a dispute by Best Buy, a response inclusive of any supporting
 documentation will be made visible to Seller. If a repayment is required to you, the amount determined
 to be due will be paid back directly on the next regularly scheduled payment.

15. Seller Payments

You are required to register with our Designated Agent that will be providing payment processing services for the Program by completing an online application. Registration will include acceptance of Designated Agent's <u>Terms and Conditions</u>, <u>Privacy Policy</u> and any other policies included in the registration process. For questions related to the payment process or login help, please refer to the Seller Hub for information, additional resources and contact information.

Payment to Best Buy from Customers will also be routing through Best Buy's acquirer/sponsor bank, Bank of America, N.A. ("Bank"), who can be contacted at:

Bank of America, N.A., 9200 Shelbyville Road, Suite 200, KY6-225-0202, Louisville, KY 40222, Attention: Contract Management, with a copy to Bank of America, N.A., Legal – Global Transaction Services, Mail Code NC1-027-20-05, Hearst Tower, 214 N. Tryon Street, Charlotte, NC, 28255 Attn: Legal – Merchant Services, Associate General Counsel.

Bank's responsibilities include compliance with the Merchant Agreement between Best Buy and Bank, and Payment Network Rules. Seller agrees to enter into a direct agreement with the Bank if required by the Payment Network Rules, including if you exceed relevant thresholds and conditions established by the Payment Networks. Any requirement to enter into a direct agreement with Bank will not apply if either: (i) Marketplace is registered as a network enablement partner, the Bank's use of Marketplace has undergone a franchise management program review, Bank has read-only access to Marketplace's systems (in an e-commerce environment), Marketplace uses a merchant monitoring solution to review its e-commerce Sellers' activity to confirm compliance with the prohibitions on illegal or brand-damaging transactions, and Bank reviews at least five percent (5%) of the total number of its Marketplace's newly onboarded Sellers on a monthly basis for compliance with Bank's risk tolerance policies and requirements and for compliance with Payment Network Rules; or (ii) the MCC that reflects the primary business of the Seller is one of the threshold exemption MCCs. This Agreement may not be transferred or assigned to another financial institution without the consent of Bank.