

BEST BUY MARKETPLACE SELLER AGREEMENT

This Marketplace Seller Agreement (this "Agreement") is effective as of the date of electronic acceptance ("Effective Date") by and between BestBuy.com, LLC, a limited liability company, having its principal place of business at 7601 Penn Ave S., Richfield, MN 55423 ("Best Buy," "we" or "us"), and the entity with a registered marketplace account ("Seller" or "you"). Best Buy and Seller may be individually referred to as a "Party" or collectively as the "Parties."

This Agreement sets forth the terms specific to Seller's participation in Best Buy's marketplace program (the "Program"). Terms not defined in this Agreement will have the meanings set forth in the Marketplace Standard Terms. The Parties agree as follows:

Participation in the Program requires payment of a monthly Platform Fee. Please refer to the Program Policies for more information.

1. Agreement Documents. Each Party's obligations with respect to the Program are set forth in the following documents which are incorporated herein by reference (collectively the "Agreement Documents"):

- This Marketplace Seller Agreement;
- The Marketplace Standard Terms and any documents referenced and incorporated therein;
- The Marketplace Program Policies; (the Marketplace Standard Terms, the Marketplace Program Policies and any policies referred to therein or set out below, or in the future as updated on the Seller Hub, are collectively the "Policies and Standards").

2. Change of Terms or Plan Price; Notice. We may change the price of access to the Program at any time upon 15 days' notice to you. We may in our discretion change these terms, the Marketplace Standard Terms, the Marketplace Program Policies, or any aspect of the Program, with 15 days' notice to you. If any change is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. YOUR CONTINUED PARTICIPATION AFTER WE CHANGE THE PRICE FOR THE MARKETPLACE OR THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST DEACTIVATE YOUR SELLER ACCOUNT. We will notify you regarding your Seller status or account (e.g., changes in price, terms, etc.) to the e-mail address you provided to us. It is your responsibility to update your e-mail address if necessary. We may also send you any notices to the postal address we have on file for you.

3. Term. This Agreement shall continue until terminated by you or Best Buy in accordance with the termination provisions of this Agreement. Upon termination by either Party, you will be responsible for any remaining fees or outstanding costs as it relates to your participation in the Program.

4. Termination. Notwithstanding any other term of this Agreement, either Party may terminate this Agreement at any time without cause upon not less than 30 days' prior written notice to the other Party. In the event a Party is in material breach of this Agreement and the breaching Party has failed to cure the breach within 15 days of its receipt of notice of the material breach, the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party. Upon termination of this Agreement, Seller's participation in the Program will cease, but Seller will (a) fulfill any orders then pending and (b) continue to handle and process any returns of Seller products it received from Customers after the effective date of termination. If Seller breaches any duties or obligations under this Agreement, including without limitation actual or alleged fraud, misrepresentation or customer mistreatment as determined by Best Buy, Best Buy may immediately suspend Seller or terminate this Agreement and revoke Seller's access to the Program.

5. Assignment.

5.1. Assignment of Agreement. The Agreement may not be assigned by either Party without first obtaining the other party's express written consent, which consent will not be unreasonably withheld; except that Best Buy may assign the Agreement, without obtaining Seller's express written consent, to (a) a successor corporation resulting from a merger, consolidation, or non-bankruptcy consolidation or to a purchaser of all or substantially all of Best Buy's assets or a majority, or controlling interest in Best Buy's voting stock, provided that the purchaser's net worth at the time of purchase is equal to or greater than that of Best Buy; or (b) a present or future subsidiary or Affiliate. Any attempted assignment by a Party in violation of the Agreement will be null and void.

5.2. Assignment of Accounts Receivable. If Seller assigns payments to an assignee/factor, Seller understands and agrees that Seller and the assignee/factor will be required to sign Best Buy's standard acknowledgment form to ensure Best Buy that the assignee/factor understands the rights and obligations being assigned, including the right of Best Buy to make offsets.

6. Seller Responsibility. Seller acknowledges that Best Buy will use Designated Agents as third-party service providers for operation, maintenance and payment processing related to the Program. Best Buy may share Seller provided information, including Seller Transactions, with these third parties as necessary for the performance of those services and to comply with platform requirements and validate Seller information. Seller further acknowledges that Best Buy may also request and receive personal or other information about you from these third parties, in connection with payments we make to you. Seller is responsible for reviewing, accepting and abiding by any and all terms and conditions presented to Seller by these third parties. Third parties may include the marketplace platform host, payment processor, and banking organizations, including Bank of America N.A., or any other successor bank. In addition, Seller acknowledges that Best Buy and the third-party service providers may collect, hold and distribute Seller funds on behalf of Seller, as part of the required payment processing.

7. Miscellaneous. Except as otherwise expressly provided herein, any provision of this Agreement may be amended or waived only with the written consent of the Parties. Best Buy does not waive any right under the Agreement Documents by failing to insist on compliance with any of the terms of the Agreement Documents or by failing to exercise any right hereunder. Any waiver granted hereunder is effective only if recorded in a writing signed by the Party granting the waiver. The Agreement Documents will control over additional or different terms of any order, confirmation, invoice or similar document, even if accepted in writing by both Parties. The Parties are independent contractors in the performance of this Agreement, and each is solely responsible for its employees and agents and its labor costs and expenses arising in connection therewith. This Agreement does not make either Party the employee, agent or legal representative of the other. Section headings are for reference only and do not affect the interpretation of the Agreement Documents. The Agreement Documents are the complete agreement between the parties with respect to the Program. The Agreement Documents will not be deemed to have been amended or supplemented by Best Buy's acknowledgement or acceptance of any terms and conditions on Seller's agreements, invoices, or other documents stipulating additional or different terms. In case of any inconsistency among any Agreement Documents, the order of priority from highest to lowest for the documents is as follows: Marketplace Seller Agreement, Marketplace Standard Terms, and Marketplace Program Policies.

By clicking the check box which you are prompted to click, by offering any Products for sale in the Program, or by using any of the tools or services offered to you by Best Buy, you agree to be bound by all terms and conditions of this Agreement, including all Policies and Standards incorporated herein. This Agreement and any referenced or incorporated documents may be updated from time to time at the sole discretion of Best Buy.