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## Via Connect<sup>2</sup>™ Trade-In Campaign

To: distributors and resellers of Kramer Electronics Ltd. and its affiliates (“Kramer”)

As part of Kramer’s roll-out of its new Via Connect<sup>2</sup>™ product (“**Via Connect<sup>2</sup>**”), Kramer is offering those of its distributors, systems integrators and resellers that have currently valid direct agreements with Kramer (“**Agreements**”) for the purchase and distribution or resale of the Kramer PRO AV™ line of products (“**Distributors**”) an opportunity to participate in a trade-in campaign to incentivize end-customers (“**End-Customers**”) to purchase units of Via Connect<sup>2</sup>. The terms and conditions of the trade-in campaign follow:

1. “**Trade-In End-Customer**” means an End-Customer that has purchased one or more units of Via Connect<sup>2</sup> during the period ending December 31, 2021 and has agreed in writing or in an Internet order that (i) within 30 days of its receipt of the unit(s) of Via Connect<sup>2</sup> that it purchased, it will deliver - to the reseller of Kramer products from which it purchased the unit(s) of Via Connect<sup>2</sup> - one Trade-In Product (as defined below) for each unit of Via Connect<sup>2</sup> that it purchased, (ii) that it declares that it owns without encumbrance the Trade-In Product(s) that it will deliver and (iii) that it agrees to transfer to Kramer the ownership of those Trade-In Product(s).
2. With each purchase order for a Via Connect<sup>2</sup> that the Distributor, system integrator and dealer intends to use to fill an order by a Trade-In End-Customer, provided the purchase order is submitted to Kramer during the period ending December 31, 2021, the Distributor, system integrator and dealer may submit a special price voucher (a “**Special Price Voucher**”). The Special Price Voucher will contain information to be determined by Kramer that will include the identity of the Trade-In End-Customer, the date of the Trade-In End-Customer’s purchase of Via Connect<sup>2</sup>(s), the number of units of Via Connect<sup>2</sup> purchased by the Trade-In End-Customer and the Trade-In Product(s) that the Trade-In End-Customer has committed to deliver.
3. Kramer will reduce the purchase price to the Distributor, system integrator, dealer of each Via Connect<sup>2</sup> covered by a proper Special Price Voucher by US\$250 (the “**Price Reduction**”), or by its equivalent in any other currency in which the Agreement with the Distributor, system integrator and dealer denominates prices. The Distributor, system integrator and dealer will ensure that Trade-In End-Customers receive the full Price Reduction as a reduction in the price they would otherwise pay for the Via Connect<sup>2</sup>(s).



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4. The Distributor, system integrator and dealer will arrange to collect all Trade-In Products that Trade-In End-Customers have committed to deliver and, at its expense, will ship those Trade-In Products to Kramer, to a Kramer affiliate or to a Kramer representative to be determined by Kramer and notified to the Distributor. Together with those Trade-In Products shipped, the Distributor, system integrator and dealer will submit a report detailing the Trade-In End-Customers and the Trade-In Products collected from them included in the shipment. Kramer will debit the Distributor, system integrator and dealer for the amount of the Price Reduction for each Trade-In Product with regard to which the Distributor, system integrator and dealer received a Price Reduction and which was not collected, shipped to Kramer and reported. Of course, under no circumstances will the Distributor, system integrator and dealer entitled to sell or otherwise use a Trade-In Product with no regard to which it received a Price Reduction.
5. The Trade-In eligible Products are Kramer - VIA GO™ products and any non-Kramer wireless sharing device.
6. Kramer may terminate or amend these terms at any time unilaterally. Such termination or amendment will be immediately effective, except that they will continue to apply to Trade-In End-Customers that agreed to deliver Trade-In Product(s) in accordance with Section 1 prior to the termination or amendment.
7. A Distributor, system integrator and dealer that elects to participate in this Trade-In Campaign will not be entitled to participate in the Kramer Registration Program (KRP) with regard to ViaConnect2s.
8. These terms and conditions supplement and do not derogate from the Agreement between a Distributor, system integrator, dealer and Kramer, with the Agreement remaining in full force and effect and applying also to Via Connect<sup>2</sup>. By placing the first purchase order in accordance with Section 2, the Distributor, system integrator, dealer accepts these terms and conditions.