

## **MINIMUM ADVERTISED PRICE POLICY**

### **WOW Tech – Minimum Advertised Price Policy**

#### **POLICY COVERAGE**

This MAP Policy applies to the brands We-Vibe, Womanizer and Arcwave and to all authorized distributors, including the Distributor, all permitted retailers (including the Retailer), and all authorized party consultant companies who advertise WOW Tech Products for sale in the Territory (“**Authorized Sellers**”). WT respects the independence of its Authorized Sellers, who are free to establish their own selling prices for the Products. But WT, as an independent business, chooses to protect its reputation and market position by adopting this MAP Policy. WT will take action as described in this MAP Policy regarding any Authorized Seller that advertises WT Products at prices below those specified in this MAP Policy. This MAP Policy is non-negotiable and will not be altered for any Authorized Seller. The MAP Policy applies only to minimum advertised prices and does not apply to the price at which the Products are actually sold.

#### **MINIMUM ADVERTISED PRICE**

The minimum advertised price for WT Products can be found in the Guidelines section at [Medialibrary.wowtech.com](http://Medialibrary.wowtech.com). The Products and MAP Policy may be changed from time to time in WT’s sole discretion. WT may inform Authorized Sellers of MAP Policy updates or actions, but Authorized Sellers are responsible for remaining current with the minimum advertised prices in force.

#### **MAP POLICY VIOLATIONS**

Each advertisement of a Product at a price below the minimum advertised price specified for that product will be a violation of this MAP Policy. Advertising that in any way suggests that the Authorized Seller is advertising a WT Product at prices below a product’s MAP price is not permitted, even if no specific price is mentioned. Examples of such violations include “prices too low to mention,” “our manufacturer won’t let us tell you the price,” “never lost a sale due to price,” “click for price,” “mouse over for price,” “move to cart for price,” a price strike-through (example: ~~\$339.00~~), or keywords associated with discounting (e.g., “discount,” “cheap,” or “price”). Advertising a storewide sale is not a violation of this MAP Policy, as long as the advertisement prominently and expressly excludes WT Products. Font size of this exclusion must be a minimum of 50% of the storewide sale promotional message on the advertisement or website landing page and must be immediately adjacent to or immediately follow the promotional message on the advertisement or landing page. This MAP Policy applies to all advertising, regardless of the medium or media used, including flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, public signage, television, radio, retailer websites, email newsletters, email solicitations, AdWords, and Internet search engines (including use of keywords) or similar electronic media.

#### **CONSEQUENCES**

WT is solely responsible for determining whether an Authorized Seller has complied with this MAP Policy and for setting consequences if an Authorized Seller does not comply. Consequences for the Authorized Seller include, but are not limited to:

- First Incident: Authorized Seller will be notified that it is in violation of this MAP Policy and will be required to correct the violation. If Authorized Seller does so immediately, no further action is required.
- Second Incident: Authorized Seller will be listed on a “Do Not Sell” list for 30 days, and will not be supplied with the Products during that time.
- Third Incident: Authorized Seller will be listed on a “Do Not Sell” list for 60 days, and will not be supplied with the Products during that time.
- Fourth Incident: Authorized Seller will be listed on a “Do Not Sell” list indefinitely, and will not be supplied with the Products.

WT reserves the right to accelerate or enhance any consequences as WT in its sole judgment determines appropriate (including the right to terminate all direct sales and prohibit all indirect sales to an Authorized Seller).

#### **MAP POLICY MODIFICATIONS**

WT reserves the right at any time to modify, suspend, or discontinue the MAP Policy, in whole or in part, or designate promotional periods during which the terms of the MAP Policy change or designate periods of time during which the MAP Policy is not applicable. Authorized Sellers are responsible for remaining current with the MAP Policy in the Guidelines section of [Medialibrary.wowtech.com](http://Medialibrary.wowtech.com).