POLICY STATEMENT

Booe, in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this MAP policy at a price lower than the MAP.

GENERAL GUIDELINES

- 1. Booe will maintain an updated "MAP products" list of those products that fall under this MAP Policy. Booe reserves the right to modify this list at any time in its sole and absolute discretion. A current list of MAP products will be provided on the Booe website at http://www.booe.com/resellermappolicy.
- 2. Booe reserves the right to modify, temporarily suspend or discontinue this MAP Policy, in whole or in part, or designate periods during which the terms of the policy change or during which the policy is not applicable. Booe will provide notice of any such changes on the designated Booe website.
- 3. If Booe products are bundled or sold as part of a package that includes other products, it shall be a violation of this MAP Policy to sell or advertise the bundle at a price less than the combined MAP prices for each MAP product, or at a price that has the effect of violating the letter or spirit of this MAP Policy.
- **4.** Booe recognizes that dealers are free to make their own decisions to advertise and sell any Booe product at any price they choose, without consulting or advising Booe. Similarly, Booe will exercise its right to make its own decisions regarding the Booe Authorized Reseller Program, supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.
- **5.** The MAP policy applies to advertised prices, not the price at which MAP products are actually sold or offered for sale to an individual in-store or over the telephone.
- **6.** Booe believes in maintaining a well-regulated and fair marketplace for all its authorized resellers.

ADVERTISING GUIDELINES

- 1. Under this MAP Policy, "advertising" includes, without limitation, the following:
 - a. Printed advertisements published in newspapers, magazines, inserts, catalogs or flyers
 - **b.** Outdoor signs and billboards
 - c. Broadcast advertisements via radio, television, or mobile applications
 - **d.** E-commerce advertising, including email promotions, paid search (Google Ads, Bing, Facebook... etc), and promotions released to or published on third party websites and mobile applications
 - e. Content promoting Booe products on any page of a store website
 - **f.** Pop-up windows soliciting consumers to "click to see the price"
- 2. Advertisements that violate this MAP Policy include, without limitation, the following:
 - a. Any advertisement (as defined above) that promotes Booe products below the MAP price
 - b. Advertised discounts that add up to the MAP price when shipping costs are included
 - **c.** (This does not include separate "free shipping" offers as defined below.)
 - **d.** "Buy one/get one" promotions and similar promotions that include Booe products
- 3. This MAP Policy does not prohibit, and does not classify any of the following as forms of advertising:
 - a. In-store signs, banners, hang tags, displays or price tags
 - **b.** Shopping cart pages on websites and mobile applications
 - **c.** Price quotes provided in response to a direct consumer inquiry
 - **d.** Offers for free shipping of Booe products
 - e. Loyalty programs associated with store-wide purchases
 - **f.** Advertising Booe products which have been designated by Booe as discontinued or obsolete products on the designated Booe website

POLICY ENFORCEMENT

- 1. Booe does not intend to do business with Resellers who compromise the integrity of the Booe brand and its products. In the event a Reseller chooses not to follow this MAP Policy, Booe, in its sole discretion, may choose not to business with that Reseller. Booe will not accept any communication from a Reseller who has violated this MAP policy regarding the violation or willingness of the Reseller to bring its prices into compliance with this MAP Policy.
- 2. Booe shall be solely responsible for determining whether a violation of this MAP Policy has occurred, communicating decisions to Resellers regarding this MAP Policy and receiving any communication regarding violations under this MAP Policy. Booe sale personnel and independent sale reps have no authority to modify or grant exceptions to the MAP policy or have any communications with any reseller regarding violations of this MAP policy.
- 3. Documentation of promotional periods can be found at: http://www.booe.com/resellermappolicy.
- 4. Please direct any additional questions regarding this MAP Policy to: sales@booe.com