

MINIMUM ADVERTISING PRICE POLICY

1. PREAMBLE

- 1.1 In 2008, Impossible America Corp., respectively its affiliated and holding companies (“**Impossible**”, “**we**”) stepped in at the last minute and bought the one remaining factory in the world making Polaroid film. Impossible still believes in the power of analog photography, even in the digital age. By now, Impossible is a globally operating company in the area of analog photography with their core products being instant film for analog cameras, Impossible analog cameras, refurbished Polaroid cameras and accessories for photography and lifestyle.
- 1.2 Impossible sells these products directly to end-customers (through its own online shops, country-specific websites and Impossible Project Spaces (in-house shops)) and indirectly through distribution and retail partners.
- 1.3 We would like to cultivate and foster the outstanding reputation of Impossible products and the premium brand image and consumer goodwill. Furthermore, we would like to encourage reseller investments in promotion and customer service and by implementing a minimum advertising price policy protect our reseller’s ability and resources to do so. Also, we want to discourage free-riding resellers that offer few or no such services as well as price-based advertising.
- 1.4 Having said that, we hereby implement below minimum advertising price policy (the “**Policy**”).

2. POLICY STATEMENT

- 2.1 Impossible, at its sole discretion, reserves the right to temporarily or ultimately discontinue sales to Resellers that do not comply with this Policy. “**Reseller**” means any reseller of Impossible products or sales representative, be it a distributor or retailer, doing business with Impossible America Corp.
- 2.2 The procedure in case of a breach of this Policy will be as follows:
- (i) In case the Reseller breaches this Policy for the first time, Impossible will deactivate the Reseller’s account and provide a warning to the Reseller. The Reseller then has 24 hours to cure the breach. If the breach is cured within this term, Impossible will activate the Reseller’s account again. If the breach is not cured within this term, every 24 hours the breach remains uncured count as separate breach.
 - (ii) In case the Reseller breaches this Policy for the second time, Impossible will deactivate the Reseller’s account for 30 days even if such second breach is cured within 24 hours.

- (iii) In case the Reseller breaches this Policy for the third time, Impossible will deactivate the Reseller's account indefinitely.
- 2.3 This Policy applies to all advertisements of the products listed in the Impossible MAP price list, attached hereto as ANNEX (the "**Products**") in any and all media on the US market that is aimed at End-customers. "**End-customer**" means any customer who acquires an Impossible product with the intent to use the product by itself or to give it to another person for the use by this person (e.g. as a gift).
- 2.4 The minimum advertising price ("**MAP**") for the Products shall be no less than the suggested retail price as shown in the Impossible MAP price list, attached hereto as ANNEX. The pricing is established by Impossible and may be adjusted or modified from time to time at the sole discretion of Impossible.
- 2.5 It shall not constitute a violation of this Policy if a Reseller communicates lower prices to End-customers by allowing them to call or e-mail for a price quote or using similar language or by offering a coupon to be applied at checkout.
- 2.6 This Policy is neither a restriction against selling the Products at any particular price, nor a restriction of the advertising or display at any particular price. The Reseller is free to establish the prices at which it sells Impossible products and the prices which are advertised or displayed and Impossible will neither seek nor accept any agreement with respect to sales prices or advertised prices. However, any Reseller that does not comply with this Policy will face the consequences according to sec. 2.1.
- 2.7 Impossible, at its sole discretion, reserves the right to suspend this Policy and/or modify the MAP for a certain period of time and for certain Products (e.g. to allow Resellers to temporarily advertise retail prices lower than the MAP). For such occasion, Impossible will inform the Resellers of the details of the suspension and/or the modified MAP for the Products that are affected.
- 2.8 Impossible, at its sole discretion, reserves the right to offer a manufacturer's sales discount for certain Products to End-customers. In such events, it shall not constitute a violation of this Policy if a Reseller advertises a price congruent to the price of the relevant Product after applying the manufacturer's sales discount, provided that the Reseller informs the End-customer that the price is reduced due to the manufacturer's sales discount.
- 2.9 This Policy will be reviewed and, if applicable, recirculated on a regular basis.
- 2.10 No employee or sales representative of Impossible shall be authorised to negotiate or modify the terms of this Policy.
- 2.11 Impossible will monitor the compliance of Resellers with this Policy either directly or with the assistance of third parties and third party technology.

- 2.12 Any questions or concerns regarding this Policy should be directed in writing to Head of Sales North America, Impossible America Corp., PO Box 4668 #21179 New York, NY 10163-4668.
- 2.13 This Policy shall be effective and be in force as of 1 November 2016.

ANNEX – Impossible MAP Price List (prices in USD)

The Impossible Project Hardware	Art.Code	MSRP/MAP
Impossible I-1 Camera	9001	299,00
Impossible Instant Lab 2.0 Universal	3237	169,00
Impossible Universal Cradle for Instant Lab	4063	49,00
Polaroid 600 Cameras	Art.Code	MSRP/MAP
Polaroid 600 Impulse Camera	4184	99,90
Polaroid 600 Round Blue Camera	2874	99,90
Polaroid 600 Round Green Camera	2875	99,90
Polaroid 600 Square Black Camera	1488	129,90
Polaroid 600 Square Silver Camera	1487	129,90
Polaroid 600 Red Stripe Camera	1495	129,90
Polaroid 600 Job Pro	1288	159,90
Polaroid 600 Sun 660 AF Camera	1376	159,90
Polaroid SX 70 Cameras	Art.Code	MSRP/MAP
Polaroid SX 70 Sonar Camera Silver	1513	399,90
Polaroid SX 70 Sonar Camera Black	1514	399,90
Polaroid SX 70 Original Camera (Tan Leather)	1503	399,90
The Impossible Project Instant Films		
Triple Packs (2 x Color, 1x B&W Film)	Art.Code	MSRP/MAP
600 Triple Pack	4596	66,95
I-Type Triple Pack	4598	56,97
SX70 Triple Pack	4597	66,95
Films work with 600 Cameras & I-1 Camera & Instant Lab	Art.Code	MSRP/MAP
600 Color Film	4514	23,49
600 Color Film Black Frame	4515	24,49
600 B&W Film	4516	23,49
600 B&W Film Black Frame	4517	24,49
600 Color Film Color Frames	4522	24,49
600 B&W Film Color Frames	4523	24,49
600 Color Film Round Frame	4524	24,49
600 B&W Film Round Frame	4525	24,49
600 Color Film Gold Frame	4526	24,49
600 Color Film Silver Frame	4527	24,49
600 Duochrome Black/Yellow (Third Man Records)	4158	24,49
600 Duochrome Black/Red	4606	24,49
600 Duochrome Black/Orange	4607	24,49
Films work with SX 70 Cameras	Art.Code	MSRP/MAP
SX 70 Color	4512	23,49
SX 70 B&W	4513	23,49

IMPOSSIBLEImpossible America Corp.
Minimum Price Advertising Policy

Films work with I-1 & Instant Lab (Batteryless)	Art.-Code	MSRP/MAP
I-Type Color Film	4520	19,99
I-Type B&W Film	4521	19,99
Films work with Spectra Cameras	Art.-Code	MSRP/MAP
Spectra Color	4518	24,49
Spectra B&W	4519	24,49
8x10 Film	Art.Code	MSRP/MAP
8x10 B&W 2.0	4213	199,99
8x10 Color	2943	199,99
Accessories	Art.Code	MSRP/MAP
I-1 Case (Including Neckstrap & Handstrap)	4537	59,90
I-1 Neckstrap	4541	19,00
I-1 Viewfinder	4579	19,00
Unit Portables SX70 Case	4414	89,00
Frog Tongue for Folding SLR Cameras	2776	10,00
Frog Tongue 600 Type	1398	8,00
Frog Tongue Spectra Type	1463	8,00
Impossible ND Filter Twin Pack	1396	5,99
Flash Bar by Mint for Polaroid SX-70 Type Cameras	2997	89,99
SX-70 Lens Set by Mint	3394	79,00