



## **TouchAmerica, Inc**

### **Minimum Advertised Price (15% MAP) Policy**

TouchAmerica, Inc actively supports the advertising and promotion of its products by its dealers, retailers and distributors through materials provided by TouchAmerica at no or nominal cost. In order to retain our image, TouchAmerica has determined that it shall not support advertising or promotional materials, through cooperative advertising or otherwise, that may affect its goodwill, or diminish, detract and/or damage the value of TouchAmerica products and standards. Therefore, effective Oct 7, 2021 TouchAmerica has established a 15% minimum advertised price ("MAP") policy for all TouchAmerica products. The policy applies to all distributors, dealers, and retailers.

#### **The MAP policy shall work under the following guidelines:**

1. The MAP for TouchAmerica products shall be the Manufacturer's Suggested Retail Price ("MSRP") listed on TouchAmerica's most recent price sheets for dealers, distributors, and retailers. The MSRP must be listed on all catalogs and websites and there is not a discounted MAP price.
2. The MAP policy applies to all advertisements of TouchAmerica products in any and all media. The MAP policy is not applicable to any in-store advertising that is not distributed to any end customer. Free shipping and/or handling or free financing promotions do not violate the MAP policy. Product packages that combine different products and accessories are to be advertised at full MSRP.
4. MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the dealer, distributor, or retailer's retail location or over the telephone. TouchAmerica dealers, distributors, and retailers remain free to sell these products at any prices they elect.
5. A "click for price" button on a website that displays a price lower than MAP is a violation of this policy. The MAP policy, however, does not apply once an item is placed in a customer's "virtual shopping cart" on an internet website, as once the pricing is associated with the end customer's intent to purchase; the price is deemed the "selling price" and will fall outside the MAP policy.
6. TouchAmerica's MAP policy does not in any way limit the ability of any dealer, distributor, or retailer to advertise that "they have the lowest prices", they "will meet or beat any competitors

price", that prices are "too low to show", that consumers should "call for a price", or phrases of similar import, so long as the price advertised or listed for the products is not less than MAP.

7. From time to time, TouchAmerica may discontinue models or engage in promotions with respect to certain products. In such events, TouchAmerica reserves the right to modify or suspend the MAP with respect to the affected products upon notice of such change.

8. A first infraction for failure to follow this MAP policy will result in a warning and a fourteen (14) day opportunity to correct advertised pricing.

9. This MAP policy is not a contract or agreement, and TouchAmerica does not seek nor will it solicit or accept any dealer, distributor, or retailer's agreement with our policy; nor will TouchAmerica discuss your pricing, the pricing of others, or this Agreement beyond its terms. This MAP policy is unilateral policy upon which TouchAmerica is willing to market its products and sales personnel have no authority to modify or grant exceptions.

10. The terms of this MAP policy are confidential and may not be disclosed to other parties.