

MAP PRICING AGREEMENT AND TERMS

This MAP Pricing Agreement ("Agreement") is between Steel Supplements ("Company"), a Florida corporation, and any authorized distributor or retailer ("Reseller") who agrees to be bound by the terms and conditions set forth in this Agreement. The purpose of this Agreement and its terms is to protect the Steel Supplements brand and maintain its premium status in the market. It is also intended to protect authorized Resellers from other unauthorized resellers who may attempt to undercut prices, engage in unauthorized promotions or sell Steel products online, thereby hurting the sales of authorized Resellers.

1. Minimum Advertised Price ("MAP")

1.1. The Company has established a minimum advertised price ("MAP") policy for all Company products.

1.2. The Reseller agrees not to advertise or offer for sale any Company products below the MAP established by the Company, which shall respect the Manufacturer's Suggested Retail Price ("MSRP") listed on the latest pricing list provided to the Reseller by their Steel representative.

1.3. The MAP policy applies to all forms of advertising, including but not limited to, print, television, radio, internet, and social media advertising.

2. Discounted Pricing

2.1. The Company may run sitewide discount campaigns that permit Resellers to discount Company products.

2.2. During these campaigns, Resellers are permitted to sell Company products at a discount but may not promote the discount online without the express written permission of the Company.

2.3. Resellers must ensure that the discounted price is no lower than the MAP established by the Company.

3. Prohibited Sales Channels

3.1. Resellers are prohibited from selling Company products on any website, including their own website or any third-party website, such as eBay, Amazon, Walmart, and other similar sites.

3.2. Resellers are also prohibited from selling Company products to other resellers.

3.3. The Reseller may sell Company products only to end-users, and not to any other entity, including other resellers.

4. Promotional Sales

4.1. Resellers may not create promotions that include Steel products with other products at a discount without the express written permission of the Company.

4.2. Promotions may not be advertised online, on any website, or on social media, without the express written permission of the Company.

4.3. Resellers must ensure that any promotional sales are consistent with the MAP established by the Company.

5. Compliance

5.1. Reseller acknowledges that it is solely responsible for its compliance with this Agreement.

5.2. Any failure to comply with this Agreement may result in immediate termination of Reseller's relationship with the Company.

5.3. The Company reserves the right to investigate any suspected violations of this Agreement, and may take appropriate legal action against any Reseller found to be in breach of this Agreement.

6. Modification of Agreement

6.1. The Company may modify this Agreement at any time and without notice.

6.2. Reseller agrees to be bound by the terms and conditions of this Agreement as modified from time to time.

7. Governing Law and Jurisdiction

7.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions.

7.2. Any disputes arising under or in connection with this Agreement shall be resolved exclusively in the state or federal courts located in Florida.

8. Reseller Name(s)

List any and all other names by which this company operates, including but not limited to eBay, Amazon, and Walmart stores:

Reseller/Store Name(s):

Principal Name:

Reseller Address:

Reseller City/State/Postal Code:

Phone:

Email:

Website URL(s):