



MAP POLICY RETAIL, DISTRIBUTION AND ECOMMERCE

Jamstack has adopted the following Minimum Advertised Price Policy (“MAP Policy”) for all Jamstack products, except as designated by Jamstack, from time to time, in writing or as **posted on our website**. Jamstack’s goal in establishing this policy is to avoid degradation of, or damage to, the premium quality and image of its products and to the trademarks, other marks, brands or trade names under which its products are sold. Jamstack intends to sell these products only to Resellers that do not advertise Jamstack products below the Minimum Advertised Price set forth in this policy.

- 1) Minimum Advertised Price for any Jamstack product may not be less than the current Manufacturer’s Suggested Retail Price (MSRP) as published on the Jamstack price sheet. The MAP for one or more products may be amended from time to time and may be suspended periodically for national, regional and/or seasonal promotions sponsored by Jamstack. Changes to the MAPs will be **posted on the Jamstack website** and will supersede the MAPs on the price lists. It is the responsibility of Resellers of Jamstack Covered Products to monitor the designated Jamstack website for updates. This policy applies to advertised prices and not the prices at which Jamstack products are actually sold. The Reseller is free to resell Jamstack products at any price of its choice.
- 2) Jamstack’s MAP Policy applies to all advertisements of Jamstack Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as Internet sites, social media sites, apps, or any other electronic media.
- 3) Reseller and Reseller’s customers, subsidiaries, related parties, etc. shall not promote, market, advertise, offer to sell or sell any product on or through any online marketplace or auction service (e.g., eBay, Amazon Marketplace or like websites) or any website except their own proprietary website, except by written consent by Jamstack in advance. Jamstack reserves the right to withdraw its consent at any time.
- 4) Website features such as “click for price”, automated “bounce-back” pricing e-mails, pre-formatted e-mail responses, forms, and automatic price display for any items prior to being placed in a customer’s shopping cart, and other similar features are considered to be communications initiated by the dealer (rather than by the customer) and thereby constitute “advertising” under this MAP Policy.
- 5) Reseller understands that failure to comply with this policy may result in account suspension, account termination and/or legal action, in which case Reseller agrees to indemnify Jamstack for all liability, and full restitution of damages and expenses (including reasonable attorneys' fees and expenses) that Jamstack may incur arising out of legal claims to settle obligation by the Reseller under this agreement.
- 6) MAP will be updated periodically and by agreeing to the current agreement, Reseller agrees to any subsequent updates which **shall be posted on Jamstack.io**.