

Minimum Advertised Pricing Policy/Agreement

Effective January 20, 2022, a Minimum Advertised Price (MAP) on all BOCO Gear products will be in effect. International accounts must reflect pricing as translated into their local currency.

BOCO Gear has spent an extensive amount of time building a brand of strong recognition and a high perceived value. By not adhering to the established Minimum Advertised Price (MAP) a reseller can have a dramatic effect of diminishing or detracting from the perceived value of the BOCO Gear brand and its products. The internet, with its worldwide impact, has the possibility to cause great harm to any companies' products, if they are advertised at prices that will eliminate any legitimate retail competition. Our MAP pricing policy is intended for consumers to purchase from other resellers (YOU) based on loyalty and customer care expectations. Therefore, if BOCO Gear agrees to allow your company to sell its products, you will need to agree and abide by the following requirements and restrictions. Please note this is in your greatest interest as we are protecting you from others slashing prices and harming your sales.

The MAP policy shall work under the following guidelines:

- 1) The Minimum Advertised Price for any BOCO Gear product shall not be less than 10% below the current Manufacturer's Suggested Retail Price (MSRP) as published on the BOCO Gear price sheet or via our online MSRP online portal. MAP pricing is established by BOCO Gear and may be adjusted by BOCO Gear at its sole discretion.
- 2) The MAP for all BOCO Gear products shall be no more than the MSRP provided in the BOCO Gear Price Sheet.
- 3) The MAP policy applies to all advertisements of BOCO Gear products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email newsletters, email solicitations, Internet or similar electronic media, television, radio, and public signage. The MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer(s).
- 4) The inclusion in advertising of free or discounted products (whether made by BOCO Gear or another manufacturer) with a product covered by the MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP.
- 5) If pricing is displayed in other than a brick and mortar retail store, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
- 6) 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's retail location or over the telephone. BOCO Gear dealers and sales representatives remain free to sell these products at any prices they choose.

- 7) MAP does not establish maximum advertised prices. All dealers and sales representatives may offer BOCO Gear products at any price in excess of the MAP.
- 8) BOCO Gear's MAP policy does not in any way limit the ability of any dealer to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price", that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for the products is not less than MAP.
- 9) Dealer agrees to hold all trademarks of BOCO Gear as the property of BOCO Gear and use advertising materials provided by BOCO Gear in an authorized manner only.
- 10) Any failure to abide by this policy may result in termination of dealership or sales representatives. BOCO Gear does not intend to do business with dealers or sales representatives who degrade the image of BOCO Gear and its products. It is BOCO Gear's sole discretion whether to provide prior notice or issue warnings before taking any action under this policy.
- 11) For E-Bay, Amazon, Etsy and Other Auction Websites, "Buy it Now" options must be listed at a price equal to MAP or greater. For auctions the reserve and/or opening bids must start at MAP without a "Buy it Now" option and Best Offer Auctions are not allowed.
- 12) Negotiated Contracts: From time to time it may be explicitly approved by BOCO Gear in writing to sell certain BOCO Gear products at below MAP pricing. The discount amount and length of time will be determined at the time of this approved promotion by BOCO Gear, LLC.
- 13) BOCO Gear may run a sale from time to time and in such case the MAP will be the same as the sale price on those particular items and on those particular dates.
- 14) Sales representatives of BOCO Gear products will supply a copy of the BOCO Gear MAP policy to any new or existing reseller to be filled out, acknowledged and returned to BOCO Gear. This form shall be signed and returned to BOCO Gear and in doing so, will bind the reseller to abide by the MAP and reseller requirements spelled out in this document.
- 15) The reseller agrees that in the event the reseller violates BOCO Gear's MAP policies as described and agreed to in this document by advertising Products for sale below MAP, that BOCO Gear's liquidated damages per unit shall be the difference between reseller's advertised price and MAP, plus \$1. For example, if reseller offers to sell at \$27 and MAP is \$29, Reseller shall be liable to BOCO Gear for liquidated damages in an amount of \$3 per item sold by reseller.
- 16) BOCO Gear reserves the right to modify this agreement from time to time at its sole discretion.

MAP Agreement Confirmation

This MAP policy has been established by BOCO Gear to help ensure the reputations of BOCO Gear as one of the best baby products for parents and to protect the reputation of its name and products. The MAP policy is also designed to ensure dealers, retail outlets and sales representatives have the incentive to invest resources into services for BOCO Gear customers. Please indicate your understanding of this policy and your willingness to abide by its terms and conditions by signing and listing the name of your company below.

IMPORTANT: As of January 20th 2022, no shipments will be made to any wholesaler or distributor without having completed this form and returning it to BOCO Gear.