

# Minimum Advertised Pricing Policy/Agreement

Effective January 1, 2017, a Minimum Advertised Price (MAP) on all MAGGTV brand products will be in effect. International accounts must reflect pricing as translated into their local currency.

MAGGTV has invested significantly in building brands 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 MAGGTV brands and its products. The internet, with its worldwide impact, has the possibility to cause great harm to any company's 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 based on loyalty and customer care expectations. Therefore, if MAGGTV agrees to allow your company to sell its products, you will need to agree and abide by the following requirements and restrictions.

The MAP policy shall work under the following guidelines:

- 1) Each MAGGTV brand product must be advertised at its MAP or higher. Attached is the MAP schedule effective January 1, 2017 which identifies applicable MAGGTV brand products ("MAGGTV Price Sheet"). MAGGTV reserves the right to modify the MAGGTV Price Sheet from time to time and will provide thirty (30) days notice of any such changes.
- 2) The MAP for all MAGGTV products shall be no more than the MSRP provided in the MAGGTV Price Sheet.
- 3) The MAP policy applies to all advertisements of MAGGTV brand products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email news letters, 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 MAGGTV 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 reseller's retail location or over the telephone. MAGGTV resellers and sales representatives remain free to sell these products at any prices they choose.
- 7) A store program or offer that (i) does not specifically mention MAGGTV brand products and (ii) applies to every product that a retailer sells, and (iii) relates to a store credit card, is not considered a MAP violation. For example, a program that gives consumers x% off on all purchases made with a retailer's credit card would not be a violation of the MAGGTV MAP Program, as long as MAGGTV is not specified. If a Reseller has a store program or offer for a store credit card that does not cover all products, i.e. it excludes certain products or brands, then that program or offer must also exclude the MAGGTV brand products.
- 8) For bundled product advertising, resellers may not offer implied savings below MAP, whether or not the price of bundled products is listed. Among other things, this includes offering a free gift at the point of sale to a customer who is buying a MAGGTV brand product advertised at its MAP. Any "gift with purchase" promotions must exclude MAGGTV brand products.
- 9) A "price matching" program that applies to all of the products offered by a reseller and does not specifically mention MAGGTV is not considered a MAP violation. For example, if a reseller has a universal program that matches competitive prices for all items available in the store, it would not be a MAP violation. If, however, a reseller has a price matching program which is not universal, i.e. it excludes certain products, then that price matching program must also exclude MAGGTV brand products. Resellers should use statements such as "excludes MAGGTV products" or "does not apply to MAGGTV products" in this situation.
- 10) Free delivery offers are acceptable discounted offers that will not be considered as lowering the advertised price below MAP. However, advertising a price for these services and then showing the value of these services as free or discounted will be determined to be a violation of the MAP Program if the advertised value of these services implies a price lower than MAP.
- 11) "No tax" promotions (i.e. promotions wherein consumers do not pay sales tax) are deemed permissible if the MAGGTV brand products are advertised at MAP (price must be shown) and the tax savings does not

effectively lower the sale price of the MAGGTV brand product below MAP.

- 12) MAP does not establish maximum advertised prices. All resellers and sales representatives may offer MAGGTV products at any price in excess of the MAP.
- 13) MAGGTV MAP policy does not in any way limit the ability of any reseller 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.
- 14) Reseller agrees to hold all trademarks of MAGGTV as the property of MAGGTV and use advertising materials provided by MAGGTV in an authorized manner only.
- 15) Intentional or repeated failure to abide by this policy will result in termination of sales to reseller or sales representatives. MAGGTV does not intend to do business with resellers or sales representatives who degrade the image of MAGGTV and its products. It is MAGGTV’s sole discretion whether or not to provide prior notice or issue warnings before taking any action under this policy.
- 16) E-Bay and Other Auction Web Sites Policy:
  - “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.
  - Best Offer Auctions Are Not Allowed
- 17) Negotiated Contracts: From time to time it may be explicitly approved by MAGGTV in writing to sell certain MAGGTV brand products at below MAP pricing. The discount amount and length of time will be determined at the time of this approved promotion by MAGGTV.
- 18) MAGGTV 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. MAGGTV will send out a notice in advance with details of the special.
- 19) Sales representatives of MAGGTV brand products will supply a copy of the MAGGTV MAP policy to any new or existing reseller to be filled out, acknowledged and returned to MAGGTV. This form shall be signed and returned to MAGGTV and in doing so, will bind the reseller to abide by the MAP and reseller requirements spelled out in this document.

- 20) The MAGGTV MAP Program applies to all activities of a Reseller and/or any corporate name, d/b/a or assumed name and also applies to a “brick & mortar” Reseller who operates a website or other Internet site under the same or a different name.
- 21) MAGGTV reserves the right to change, modify or discontinue the terms of the MAP Program at any time within its sole discretion.

## MAP Agreement Confirmation

This MAP policy has been established by MAGGTV to help ensure the legacy of MAGGTV as a top producer of Media Players (Android) and to protect the reputation of its name, brands and products. The MAP policy is also designed to ensure resellers and sales representatives have the incentive to invest resources into products and accessories for MAGGTV 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.

Agreed to by:

Company name: \_\_\_\_\_

Any and all other names by which this company operates (including names used on E-Bay, Amazon, etc.):

\_\_\_\_\_

Principal name printed: \_\_\_\_\_

Principal Signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website URL: \_\_\_\_\_

If in agreement with this policy then please fill out the requested information and sign it. You may scan and email to: [mikef@maggtv.com](mailto:mikef@maggtv.com) or [mikej@maggtv.com](mailto:mikej@maggtv.com).

**IMPORTANT:** As of January 1<sup>st</sup> 2017, no shipments will be made to any wholesaler, distributor or reseller without having completed this form and returning it to MAGGTV.