



PUTCO®, INC - MINIMUM ADVERTISED PRICING (MAP) PROGRAM

As an industry leader, PUTCO®, Inc. prides itself on pricing our high quality and innovative products competitively, while also protecting the value of our inventions and premium brand by unilaterally limiting distribution to qualified, Authorized PUTCO® Dealers committed to meaningfully promoting our brand consistent with our programs, policies, and superior service.

Since the release of our original MAP policy on March 2014, we have been committed to improvement in addressing the challenges and frustrations our two-stage resellers face from Internet auction sites, ghost websites, third party resellers with inaccurate product listings and counterfeits. PUTCO® continues to renew its commitment to actively support customer choice and fair inter-brand competition by and between all channels by actively monitoring and heavily enforcing this MAP program. PUTCO® reserves all the rights to limit the use of our IP content, Promotions, Extended Warranties and Superior Support and Service to Authorized PUTCO® Online Dealers only.

All Online Resellers of Putco products, regardless of product source, must be explicitly listed in our Authorized Seller List. All Online Resellers not included in this list can be considered flagged as "Do Not Sell (DNS)" by Putco Inc.

POLICY NOTIFICATIONS, COMMUNICATION AND AUTHORIZATION

For online resellers not included in this list but who can adhere to Putco policy and present a compelling business case for our brand, Putco has implemented an application and approval process. Putco reserves the right to deny any application or revoke approved status at-will. In the event of removal, Putco will provide notice to all distributors and ensure our authorized list is updated immediately.

MAP COMPLIANCE GUIDELINES

Putco's MAP is intended to promote and preserve the premium reputation of Putco® products increase responsible advertised pricing across distribution channels and prevent "free-riders" on our shared brand investment by eliminating unauthorized resellers on Amazon.com, eBay, Walmart.com, NewEgg.com, Wish.com, BestBuy.com, Buy.com, Sears.com, and many others of other Internet host sites and ghost websites. By promoting fair inter-brand competition MAP discipline establishes advertised price stability while encouraging authorized resellers to actively promote our brand and provide the levels of technical expertise, customer service and warranty support required to keep Putco® your customers' go-to brand for repeat, high-valued purchases. Putco® products identified in the attached MAP Price sheet are covered by our MAP Program terms and will only be available to qualified Putco® resellers who maintain physical storefronts, actively promote, provide customer support, and responsibly advertise Putco® as a premium brand consistent with the current MAP Price sheet. Putco® reserves unilateral rights.

PUTCO® MAP POLICY COMPLIANCE GUIDANCE

Examples of advertisements PUTCO® currently considers contrary to the competitive goals of our MAP Program, including the following but are not limited to.

(1) EXCLUDING TAXES / CERTAIN CHARGES.

If to be paid or paid by an end user, all applicable taxes and all shipping, delivery and insurance charges are excluded (However, if a Dealer offers to pay or pays any or all of such taxes and charges that would otherwise be paid by an end user, the amount offered or paid by the Dealer will be considered a discount, except as otherwise provided in the MAP Policy).

(2) BUNDLES.

By offering or selling a "bundle(s)", for a sales price lower than the combined price of what the two or more products could be purchased independent of each other. Unless such combination appears on the MAP price list from PUTCO® prior to such offer or sale or otherwise has received express approval by PUTCO® Notice from such Dealer in advance of such offer or sale.

(3) CLICK-THROUGHS.

Advertising in a manner requesting the customer to "Click Through" to "See Price In Cart, "Click To See Price," "Add To Cart For Best Price," "Why do we not show a price?" "E-mail or Call for our Best Price" "Chat with us for a discount", or any comparable command, language, graphic representation that implies, or from which the customer or end-user can infer, that the customer or end-user is being led to click through to the cart to see a price lower than that set forth in our MAP Price Sheet.

(4) ALTERATIONS TO MAP & NAME YOUR PRICE.

"Name your price" by asking the customer to submit an offer, applying a blacked-out price (e.g... XXXXXXXXXX), struck-through price (e.g... ~~\$199.99~~), leaving out the price blank, "or any other alteration to the price advertised.

(5) PROHIBITED TERMS & EXCLUSIONS

Advertising, promoting, or selling using the terms like: “lowest price,” the “lowest prices,” “prices too low to show,” “make an offer,” “best offer,” “call for discount,” “email for discount,” “call for price,” “email for price,” “call for coupon code,” “email for coupon code” or “add to cart [or other container] for discount”; any form of low-price guarantee or price matching; any express or implied representation(s) that one or more prices below MAP are available; or the substantive equivalent of any or all of these terms or effortless concepts. Exclusions: PUTCO® Authorized Online Dealers, enhance brand awareness through collaborations with influencers. Request written authorization via email from Putco Inc. this exclusion is open to ALL Authorized PUTCO® Online Dealers.

(6) FAILURE TO EXCLUDE.

Except as otherwise permitted by this Policy, the failure to expressly exclude each relevant overed Product from each general offer, like inventory-wide discounts (e.g. “15% off everything”), unless “PUTCO® products excluded” is clearly stated as an indirect connection with such advertisements.

(7) SKU MODIFICATIONS.

Altering, phishing, omitting SKUS or SKU hyphens or other punctuation, or any other modifications to product SKUS, product names, images or descriptions unless otherwise has received written approval by PUTCO®.

(8) REBATES, INCENTIVES PRIOR TO PAYMENT.

Issuing rebates or providing incentives (other than those pre-authorized by PUTCO®) in any form prior to customer payment where the net effect is to reduce the advertised price to less than the price suggested in the current MAP Price Sheet in effect at the time of the ad posting.

(9) TIE-INS.

Offering a gift card or other form of product or service redeemable for value on a future purchase with the purchase of any product listed on PUTCO®’s MAP Price Sheet or any other product tie-in (including those made by other manufacturers) or promotion where the net effect is to reduce the advertised price to less than the price suggested in the Table in effect at the time of the ad posting.

ADDITIONAL WAYS TO VIOLATE THIS POLICY

(1) DECEPTIVE LISTINGS.

Listing NEW Products as “Used - like New”, “Like New”, “Open Box”, “Never-been opened”, “undamaged condition”, “Original packing intact” Advertising in any manner which infers a NEW product purchased from a qualified PUTCO® distributor/reseller and still having a valid Manufacturer Warranty. Important note: PUTCO® will not provide technical support or any type of warranty coverage for products advertised on anything other than NEW.

(2) DOMAINS.

Using any or all of PUTCO®, its trademarks or other of the PUTCO® Intellectual Property (or any variant(s) thereof) as or as part of one or more Domains, URLs or the substantive equivalent employed by or for the benefit of such Dealer, regardless of whether such use is in connection with the offering or sale of any or all PUTCO® Products.

(3) AUDIT COMPLIANCE.

Failure to promptly provide information requested by PUTCO® or otherwise cooperate with PUTCO® in auditing compliance by such Dealer or others with this Policy or otherwise, which audit(s) may include without limitation one or more representatives of PUTCO® during normal business hours

(4) PRODUCT PAGES IN THE MARKETPLACE

Creating or assisting in or otherwise cooperating with anyone other than PUTCO® in the creation and maintenance of any product listing using our IP content in Online stores and marketplaces, including but not limited to Amazon, Walmart, Kmart, eBay, Shopping. Google, BestBuy, Shop zilla, Target, Sears, Rakuten, Wish, Newegg and Social Networking Marketplaces including but not limited to Facebook, Twitter, Pinterest. (e.g., creating new “ASINs”) for any or all PUTCO® Products pages, as PUTCO® is solely responsible for managing this function, unless specifically agreed to in writing by PUTCO®.

(5) UNTHORIZED DEALERS & RESELLERS

Any PUTCO® Warehouse Dealer that sells PUTCO® products to any online reseller explicitly listed in our Authorized Online reseller, by knowingly or negligently doing so will be considered an immediate violation of our policy.

PUTCO® RIGHTS RESERVED FOR ENFORCEMENT OF MAP NON-COMPLIANT RESELLER/DISTRIBUTOR

At all times, PUTCO® distributors and resellers have the choice to voluntarily comply with and receive the benefits of PUTCO®'s MAP Program. Advertisements of PUTCO® products in all forms of media are routinely monitored. PUTCO® reserves the right to interpret any non-compliance with this Program at any one store location or associated website by a distributor or reseller as non-compliance by that distributor/reseller with respect to all its store locations or websites. PUTCO® further reserves all rights to unilaterally interpret and enforce its MAP Program through various actions.

If we determine an advertisement is a MAP violation, PUTCO® may, without assuming any liability, take such unilateral action as it deems appropriate. Such unilateral actions may include without limitation: adding or terminating PUTCO® resellers; canceling, refusing or limiting purchase orders and indefinitely refusing to accept new orders from that violator as well as from any PUTCO® wholesale distributor who is supplying the violator; restricting or conditioning warranty support, technical assistance and promotional allowances, auditing distributor, reseller and WD sales, increase or remove the discount level on certain or all product categories, advertising or other distributor/reseller program allowances; revoking all rights to use PUTCO® trademarks (registered and common law), service marks, copyrighted or other promotional materials (for example, PUTCO® product images & videos, product descriptions, manuals, product listings, SKU's, ordering codes, or other intellectual property); and pursuing all other contractual, legal and equitable remedies available, including without limitation, obtaining permanent or temporary injunction, termination, notification of intellectual property rights violations to Internet hosts, proxy servers or other methods of taking down advertisements and/or Internet offerings. PUTCO® may provide courtesy notice of MAP violations, where the violation reflects an isolated instance, there is a lack of deceptive intent, the storefront demonstrates transparency, and PUTCO® unilaterally believes the overall competitive goals of the Program are retained or maybe restored. PUTCO® may provide such courtesy notices of MAP violations.

PUTCO® also reserves the right to enforce this Program initial or follow-up unilateral action(s) with or without prior notice to any non-compliant reseller, whether written or verbal. Such unilateral actions are cumulative, and neither action or deferral shall operate to waive any of PUTCO®'s future unilateral rights to action or inaction. PUTCO® resellers are considered compliant with this Program when 100% of all MAP covered SKUs (as set forth on the current PUTCO®MAP Price Sheet) are advertised at or above MAP. This Program applies 24 hours a day, 7 days a week, 365 days a year, absent PUTCO® providing prior written notice or approval of reseller-requested targeted marketing campaigns or special promotions.

QUESTIONS, ADDITIONAL INFORMATION OR NOTIFICATIONS REGARDING POTENTIAL VIOLATIONS.

All questions or requests for additional information regarding this Policy and all information regarding potential violations of this Policy must be in writing and are to be addressed to our internal MAP Coordinator Alfonso Sanchez at map@putco.com. Putco® shall be solely responsible for determining whether a violation of the Policy has occurred, communicating to retailers and sellers any issues regarding the Program, (including without limitation violations and any unilateral actions by Putco®), and receiving any communication regarding unilateral actions imposed by Putco® under this Program.

The following URL link serves as the **sole and exclusive source** for all information related to Putco's **Authorized Online Reseller Program**. Any party seeking authorization to sell Putco® products online must apply **only** through this official portal. The **current MAP Pricing List**, **Do-Not-Sell (DNS) List**, and all related compliance documents are maintained and updated exclusively at the following address: <https://www.putco.com/dealers/map/>. No other site, dealer, document, or communication shall be considered valid or binding for authorization or compliance purposes.

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