

## **U.S. Minimum Advertised Price Policy (MAPP)**

### **1. Introduction**

We recognize that our success is directly tied to the success of our network of select Authorized Dealers and Affiliates. Furthermore, the affiliate, retailer, dealer and any other representative involved at a sales level with Protekt Worldwide, LLC will be further referred to as a Dealer, Affiliate or Retailer herein. We also know that many of our Dealers invest a significant amount of time and resources to deliver an extraordinary customer experience. We want to protect their ability to do so, while at the same time discourage price-based advertising that would be detrimental to our Dealers' service and support efforts. Protekt Worldwide, LLC believes in maintaining a well-regulated and fair marketplace for all its authorized Resellers. As a result, Protekt Worldwide LLC has unilaterally established this Minimum Advertised Price (herein, "MAPP") Policy.

### **2. Policy Statement**

Protekt Worldwide, LLC, at its sole discretion, reserves the right to discontinue doing business with any Reseller that advertises any product(s) covered by this MAPP policy at a price lower than the MAPP designated by Protekt Worldwide, LLC.

### **3. General Guidelines**

The products covered by this policy are listed in Section 6, ("MAPP Products and Pricing"). Protekt Worldwide, LLC may, at its sole discretion, modify this list from time to time. Protekt Worldwide, LLC recognizes and acknowledges that Dealers are free to make their own decisions in regard to advertising and selling any Protekt Worldwide, LLC product at any price they choose, without consulting or advising Protekt Worldwide, LLC.

Similarly, Protekt Worldwide LLC will exercise its right to make its own decisions regarding the Protekt Worldwide, LLC Authorized Reseller Program, supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs, where and as they apply.

The MAPP policy applies to advertised prices only and not to the price at which MAPP products are actually sold or offered for sale to an individual in-store or by telephone.

### **4. Advertising Guidelines**

The MAPP policy applies to all advertisements of MAPP products in any and all media, including but not limited to flyers, brochures, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as internet web sites, stores, social media pages, apps, podcasts, blogs or any other form of electronic media.

This MAPP policy also applies to any activity which Protekt Worldwide, LLC determines, at its sole discretion, is designed or intended to circumvent the intent of this MAPP policy, such as solicitations for "group purchases" and the like.

Website features such as “click for price”; automated “bounce-back” pricing e-mails; pre-formatted e-mail responses, forms, or 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 MAPP policy and are treated as a violation of this MAPP policy.

## **EXCEPTIONS:**

The MAPP policy does NOT apply to (solely) on-premise or in-store advertising that is not distributed directly or indirectly to customers.

It shall NOT be a violation of this MAPP policy to advertise that a customer may “call for pricing” or “email for pricing”; or to use similar language, specifically with respect to Protekt Worldwide, LLC products, as long as no price is visually listed.

It shall NOT be a violation of this MAPP policy to advertise in general that the Reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the Reseller does not include any advertised price below MAPP and otherwise complies with this MAPP policy.

From time to time, Protekt Worldwide, LLC may permit Resellers to advertise MAPP products at prices lower than the MAPP retail price. In such events, Protekt Worldwide LLC reserves the right to modify or suspend the MAPP retail price with respect to the affected products for a specified period of time by providing advance notice to all Resellers of such changes.

## **5. Policy Enforcement**

If a Dealer with multiple store locations violates this MAPP policy at any one (or more) store location(s), or on any associated website, Protekt Worldwide, LLC will consider this to be a violation by the Dealer.

Protekt Worldwide, LLC reserves the right to cancel any pending orders, restrict future orders, or suspend Dealers’ account(s) if Protekt Worldwide, LLC learns or reasonably believes:

- i. a Dealer has violated the provisions of this policy; or
- ii. a Dealer intends to violate this policy.

Protekt Worldwide, LLC’s MAPP Policy Administrator is solely responsible for determining whether a violation of the MAPP policy has occurred, as well as determining appropriate sanctions.

Waivers to this MAPP policy may only be granted at Protekt Worldwide LLC’s sole discretion by the MAPP Policy Administrator in writing. Protekt Worldwide, LLC sales, marketing, or other department personnel are NOT authorized to modify or grant exceptions to the MAPP Policy. In the event that the MAPP policy Administrator authorizes a waiver to the MAPP policy, Dealers must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of the MAPP policy.

Protekt Worldwide, LLC actively and regularly reviews the advertised prices of Dealers, either directly or via the use of third-party agencies or tools. Dealers are expected to provide reasonable cooperation in any Protekt Worldwide, LLC investigation regarding possible MAPP policy violations. hindering, obstructing, delaying, avoiding or otherwise failing to cooperate with a Protekt Worldwide, LLC MAPP policy investigation is a violation of this MAPP policy.

The MAPP policy will be enforced by Protekt Worldwide, LLC at its sole discretion and without notice.

Dealers, Distributors, Affiliates and Resellers have no authority to enforce the MAPP policy. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any and all available remedies available by law. All questions related to this MAPP policy should be directed in writing by email to [map.policy.administrator@protektonline.com](mailto:map.policy.administrator@protektonline.com)

## **6. Protekt Worldwide, LLC MAPP Products and Pricing**

Protekt Worldwide, LLC MAPP Products include any and all products that are actively listed in its online store including presale, back-ordered, in-stock and out-of-stock products. An up to date digital MAPP pricing sheet is available via email to all authorized Dealers from the MAPP Policy Administrator and it will be included in all affiliate welcome packs issued via the affiliate provided email address upon acceptance into the Affiliate Program.