



MINIMUM ADVERTISED PRICE (MAP) POLICY

EFFECTIVE January 1, 2023 – REPLACES PREVIOUS MAP POLICY

Nite Ize, Inc. (“NI”) has revised and implemented a new Minimum Advertised Price (MAP) Policy (the “Policy”) (additional terms defined below), effective as of the effective date above, and this Policy will replace any previous NI pricing policy.

1. Purpose

NI products have a premium image for excellence and innovation worldwide earned through extensive product and market development. Some Dealers may take advantage of this fact by offering NI products as loss leaders or by promoting unfair discounts. This and certain other advertising practices undermine the reputation, brand, goodwill, and premium image of NI products with our target consumer retail population and discourage NI’s Dealers from investing in NI products and providing the best possible service and support to customers. In an effort to help protect our reputation and protect the integrity of our brands, NI has adopted this unilateral Policy. This Policy applies to all authorized sellers (“Dealers”) selling to end users in the United States.

2. General Guidelines

(a) This Policy applies only to the Advertised Price of any NI Product currently covered by this Policy (each, a “Covered Product;” Covered Products are listed in the following link, or provided by other notice, and as updated by NI from time to time: <https://www.niteize.com/nite-ize-MAP-list>). The list of Covered Products will be made available to all Dealers. Dealers are responsible for viewing the current list of Covered Products and MAPs. NI is solely responsible for (1) establishing the MAP for each Covered Product and (2) communicating the Policy to all Dealers (including via directing any distributor to pass down the Policy to their resellers).

(b) The “minimum advertised price” (“MAP”) is the lowest price at which the Covered Products may be advertised. While Dealer may establish its own advertised and actual resale prices for NI products (including the Covered Products), Violations occur if the Advertised Price of a Covered Product is less than the MAP established by NI.

(c) “Advertised Price” is calculated as provided herein and includes any offer or price at which promotional or pricing information for a Covered Product is made available (whether through advertising, promotion, proposal, quotation or otherwise and regardless of place or medium used) (but not actual sales price(s)) and offers made by or on behalf of Dealer containing Price Information, including, but not limited to, conventional advertising (e.g., newspapers, magazines, direct mail, catalogs, radio and television) and electronic content (meaning all electronic advertisements and any information accessed through a hypertext link or “http,” a mobile app or site, social media, internet shopping sites, marketplaces and comparison search engines, electronic solicitations, messaging, webcasts, e-mail and chats).

3. Additional Factors in Calculating Advertised Price

The MAP also:

- **Includes** all discounts, deductions, rebates and allowances offered (not including NI rebates or coupons), or other inducements that can be applied to the Covered Products; and

- **Excludes** all taxes and insurance charges to be paid by customer.

NI, in its sole discretion, shall determine whether any Advertised Price is in violation of this Policy.

4. Shipping Costs (whether charged, free, or discounted) Are EXCLUDED From Calculating the Advertised Price

Shipping costs, if any, are excluded from the calculation. Free or reduced-price shipping is not a “discount” if the offer applies to all products sold by a Dealer, including non-NI products.

5. Consequences of Violating this Policy

First violation: NI will provide notice to Dealer to remove or stop the violation. If the violation cannot be removed or stopped (for example, an ad that ran one time previously), NI will provide notice of the violation.

Second violation: For second violations, NI will revoke Dealer’s authorization to purchase any NI products for a period of thirty (30) days. All pending orders will be cancelled and no new orders will be accepted.

Third violation: For third violations, NI will revoke Dealer’s authorization to purchase any or all NI products, including the Covered Products indefinitely. All pending orders will be cancelled and no new orders will be accepted for the designated NI products.

NI will take the above actions without assuming any liability. Each violation of this Policy is cumulative and will carry over to any updated or new NI policies. The consequences of each violation may take effect even if previous consequences are still running. For Dealers purchasing from distributors, this Policy may be enforced through a do-not-sell list provided to all distributors.

6. Modifications

NI, at any time, may unilaterally: (a) vary the MAP for Covered Products; (b) vary the products included as Covered Products; and (c) otherwise modify the Policy.

NI will attempt to provide prior notice of each new MAP or change in the included Covered Products at least sixty (60) days in advance. While NI will attempt to communicate all updates through notice, each Dealer is responsible for making sure that it is aware of the appropriate MAP(s), the current Covered Products and any Policy updates. Notice may include price lists, correspondence or may be made available electronically.

7. The Fine Print Additional Restrictions

A Dealer (directly or through another) engaging in any of the following activities or equivalents in connection with any Covered Products commits a violation of this Policy unless otherwise directed by this Policy:

- using “lowest price” or “prices too low to show,” or an offer of a low-price guarantee or offering to match a lower price offered by another seller;
- a strike-through of any MSRP or “regular price” and/or the failure to show a price for any Covered Product referenced;

- the price for a Covered Product does not appear on the initial webpage or the price varies between the initial webpage and an in-the-cart price;
- an invitation to click, rollover, “see price in cart,” or other statements that suggest a lower price for the Covered Product may be found at the Final Online Checkout Stage;
- bundling Covered Products with other products or services (whether made by or provided by NI or another entity) in a manner that implies below-MAP pricing for the bundled Covered Product(s);
- creating multipacks using Covered Products in a manner that implies below-MAP pricing for the individual Covered Product used in the multipack;
- any promotion to group purchasers at less than the MAP;
- advertising or promoting a trade-in offer for any products in connection with any Covered Products;
- permitting any third-party to alter the Advertised Price for any Covered Product; and
- tactics which NI determines are intended to circumvent application of this Policy.

8. The Fine Print Exemptions

Exemptions to the Policy are as follows:

- live telephone communication or individualized e-mail (but not automated e-mail or calls) in response to a specific customer inquiry;
- in-store materials at a brick-and-mortar location that simply state the price the Covered Products may be purchased, including point-of-sale signs, price stickers and hangtags (but not including signage visible outside a brick-and-mortar location);
- pricing information displayed at the Final Online Checkout Stage (which is when the Covered Product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information of a transaction). Please note that pricing information in the “shopping cart” or the Final Online Checkout Stage must be obscured technically so that it is not retrievable by shopping and pricing engines and not displayed on search page results within the Dealer’s own website;
- advertising and promotional materials (including printed catalogs) that cannot reasonably be modified prior to the effective date of this Policy or a change in the MAP(s), the current Covered Products or this Policy until revision is reasonably available;
- an offer under one or more special programs (if any) designated by NI;
- the accrual and application of “points” or other things of value in connection with the purchase of any Covered Product so long as the points are accrued from and may be applied to most of the products offered by Dealer in an equal manner;

- the offer of any used Covered Products (rather than new); and
- the offer to a Dealer's employee for personal use (not for resale).

9. Additional Policy Terms and Conditions

NI may announce MAP holidays or promotions that are applicable to all Dealers, during which periods a Dealer that advertises a Covered Product in compliance with the terms of the MAP holiday will not be considered to have violated this Policy. NI will not discuss any conditions of acceptance related to this Policy. In addition, this Policy is not an agreement between NI and any other entity. NI neither solicits, nor will it accept, any assurance of compliance with this Policy – compliance is voluntary, and each Dealer must independently choose whether to comply with this Policy. This Policy is not negotiable and will not be altered for any individual Dealer.

10. Questions, Additional Information or Information Regarding Potential Violations

All questions or requests for additional information regarding this Policy or information regarding potential violations of this Policy must be in writing and are to be addressed to the following persons at NI responsible for this Policy ("**Policy Administrator**"):

Nite Ize, Inc.
MAP Policy Administrator
5660 Central Avenue
Boulder, CO 80301 USA
e-mail: MAP@niteize.com

Only the Policy Administrator or its designated representative is authorized to answer questions or comment on this Policy or to accept information regarding potential violations, NI will not accept any other form of communication from Dealers regarding this Policy. NI employees or agents cannot modify, interpret, or grant any exceptions to this Policy; cannot solicit or obtain the agreement of any person or entity to comply with this Policy; and cannot otherwise discuss any aspect of this Policy with any Dealer, including any Dealer's compliance with the terms.