



RAMPION USA, INC. MINIMUM ADVERTISED PRICE POLICY

Rampion USA, Inc. (“Rampion”) has unilaterally adopted a Minimum Advertised Price Policy (“MAP Policy”) that applies to all Rampion retailers for products manufactured under the 2UNDR™ & Projekt™ brands (“Rampion Products”), and sold by Rampion or any distributor of Rampion Products in the United States.

Purpose:

- The MAP Policy is intended to: (a) ensure and continue the long-standing premium positioning of Rampion Products and the Rampion brands; and (b) protect the investment of legitimate retailers who provide valuable education, sales and product assistance, and other services to their customers.
- Retailers are free to establish their own resale prices at their sole discretion.
- Retailers are **not** permitted to sell on any 3rd party websites without expressed written consent of Rampion USA Inc. This is an enforceable no tolerance policy. Any retailer found guilty of violating this policy, will be terminated.
- The MAP Policy applies **equally** to all parties that are granted retail distribution rights in the United States to sell Rampion Products, and to anyone (person or company) that advertises or promotes Rampion Products for sale.
- The MAP Policy is not an agreement, nor do any other agreements exist, between Rampion and a retailer to comply with the guidelines of the MAP Policy. Rampion does not seek nor will it solicit or accept any dealer, distributor, or retailer’s agreement with the MAP policy; nor will Rampion discuss your pricing or the pricing of others. The Rampion MAP Policy functions as a voluntary compliance policy, to support and ensure the continued long-term premium positioning of the Rampion brands as well as the investment of legitimate retailers who provide valuable education, sales and product assistance, and other services to their customers. Compliance with the MAP policy is entirely within the discretion of the retailer.
- **The MAP Policy Guidelines:**
 - (1) Rampion establishes this MAP Policy entirely unilaterally, and may adjust, revise or discontinue the MAP Policy or the Retail Price List, in its sole and absolute discretion at any time.



(2) All Rampion Products are listed on the Rampion price sheets at wholesale and suggested Retail List Price (“Retail List Price”) for retailers. Rampion’s minimum advertised price (“MAP”) is the Retail List Price as published in the current Rampion USA, Inc./ 2UNDR™ and Projekt™ Price Lists.

(3) The MAP Policy applies any form of advertisement of prices for Rampion Products by retailers in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, television, radio, public signs, billboards, outdoor media, online, digital such as websites, e-mail newsletters, and e-mail solicitations, and in mobile applications or text or SMS messages.

(4) This MAP Policy does not apply in-store advertising that is displayed only in a retail store.

(5) Pricing listed on an internet site is considered an “advertised price” and must adhere to this MAP Policy. Website features such as “click for price,” automated “bounce-back” pricing e-mails, pre-formatted e-mail responses, forms, and 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 retailer (rather than by the customer) and thereby constitute “advertising” under this MAP Policy. However, once the pricing is associated with the end customer’s intent to purchase, the price becomes the selling price and is not bound by this MAP Policy. Pricing is deemed to be associated with the intent to purchase when the product is placed in the customer’s “virtual shopping cart” and the customer has elected to “proceed to check out.” For example, this MAP Policy does not apply to the actual “check-out” sales purchase price of a retailer’s website, product purchase confirmation pages or to prices provided in response to e-mail or telephone inquiries from consumers. This MAP Policy does apply to all other page(s) or “pop-ups” on the retailer’s website that direct or imply discounts, or further discounts, at the “check-out” page prior to final sale.

(6) This MAP Policy does not permit strike-through or any other alteration of advertised prices.

(7) This MAP Policy applies only to minimum advertised prices. The MAP Policy does not apply to advertisements of prices that are higher than the minimum advertised prices. The MAP Policy does not establish maximum advertised or resale prices. This MAP Policy does not apply to the prices at which Rampion Products are actually sold. Retail prices are solely in the retailer’s discretion.

(8) Rampion may run specific promotions for specific products, covered under the MAP Policy, from time to time. Rampion may modify or suspend the MAP Policy with respect to such promotional products, at its sole discretion, by providing all retailers with thirty (30) days advance written notice of



such products and promotions, the time frame of the promotion, including start and end dates. Such changes shall apply equally to all retailers.

(9) This MAP Policy is solely within Rampion’s management’s discretion. No Rampion employee, sales representative, distributor, or sales agent has authority to modify this MAP Policy, and any attempt to do so is unauthorized and invalid.

Waiver Requests: Waivers to this MAP Policy may be granted in Rampion’s sole discretion. Waiver requests should be submitted in writing to jackcurry@2UNDR.com thirty (30) days prior to start of any waiver timeline. Rampion will use reasonable efforts to respond to waiver requests within seven (7) days of receipt of the submitted request, provided that if no approval is provided within said time frame, the request will be deemed denied.

Enforcement Procedures:

Failure to abide by this MAP Policy will result in sanctions unilaterally imposed by Rampion. The level of sanctions will be determined by Rampion in its sole discretion and may include (a) giving the retailer the opportunity to correct the violation; (b) revoking authorization to sell Rampion Product for a specific period; and (c) ceasing any and all business with the retailer. Rampion does not intend to do business with resellers and retailers who degrade the image of Rampion and its products. Rampion need not provide prior notice or issue warnings before taking any action under this MAP Policy, but any previous orders, authorizations and agreements, verbal or written, to buy or resell Rampion Products will be considered null and void after written notice of any violation is given.

Questions: Please direct all questions to 484-903-3179 or 800-678-0314 and ask for Jack Curry or email jackcurry@2undr.com

*Rampion reserves the right to respond or not to respond to any such questions.

Customer signature: X_____

Online seller names (URL):

x_____

x_____

date: _____