

The Big Print **MAP Policy Summary**

As a valued partner of DM Merchandising, we ask that you sign and adhere to the attached MAP Policy Agreement. To make your life a little easier, we've included the main takeaways of the policy below.

Please note that this summary does not take the place of the MAP Policy Agreement, and is meant to function as a guide. Please read, sign and return the attached agreement as soon as you are able.

What is MAP?

MAP stands for Minimum Advertised Price. In other words, MAP is the lowest price you're allowed to show on any advertisements not physically inside of your store.

Affected Advertising

Our MAP Policy applies to any and all online, print, radio and television listings. Essentially, if the price of an item is listed anywhere other than inside your brick-and-mortar store, it must be equal to or greater than its designated MAP (not even a penny below). In-store promotional pricing is up to you, though we do provide MSRP for your convenience.

Benefits

Our MAP Policy exists solely to benefit you! MAP protects the value of your inventory in two ways:

First, it ensures that your customers are not drawn to another retailer for a lower price. All MAP items will be advertised at the same price point (or higher), no matter the retailer. This helps to justify your price points and protect the lifeblood of your business – your margins.

Second, MAP prevents your customers from “showrooming”, or looking in-store just to go online to purchase the item at a lower price. With DM resellers abiding by MAP pricing, there will be no better price than the one you're offering. This protects the value of your inventory and solidifies our brands' reputation in the market.

Questions after reading through our MAP Policy Agreement? Contact your sales associate for more information at 800-548-6784.

Thank you and happy selling!

DM Merchandising Inc.
MINIMUM ADVERTISED PRICE POLICY
(Effective 7/15/2019)

Effective 7/15/2019, DM Merchandising Inc., has unilaterally established this policy setting the Minimum Advertised Price (“MAP Policy”) of selected DM Merchandising products, which shall apply to resellers that sell DM Merchandising products in the United States, and all forms of reseller advertising including mailings, catalogs, displays at consumer exhibitions and shows, and any and all other forms of advertising media, including, without limitation, the Internet and any other electronic network (collectively “Resellers”).

Deviations from the MAP pricing laid out in Exhibit A, even deviations of a slight or seemingly inconsequential amount, will be strictly enforced. Simply put, DM Merchandising’s MAP pricing is not simply a suggestion. Resellers of DM Merchandising products are expected and required to faithfully adhere to DM Merchandising’s MAP Pricing.

An important part of growing a high-quality brand is maintaining price points that reflect our products’ true value. Therefore, we have implemented a MAP Policy that is designed to: 1) prevent the erosion of our products’ perceived value, and 2) maintain sufficient profit margins so our retailers can provide customers the shopping experience and service they expect.

Advertising and promotional activities play a critical role in establishing the image and reputation of the DM Merchandising’s products including, but not limited to, its FITKICKS® and HELLO MELLO® brands. We believe that the company’s customers rely on advertising to establish their understanding of our products. DM Merchandising’s MAP Policy is designed to ensure that all product advertising focuses on features, benefits, guarantees and quality. This advertising is essential to ensure the correct value of the products is perceived in the minds of consumers.

DM Merchandising believes that its MAP Policy will help in establishing the long-term value of DM Merchandising’s brands and products in consumers’ minds and thus make them more profitable for our Resellers.

Resellers who violate this MAP Policy may be subject to loss of their eligibility to purchase products covered by the MAP Policy and/or other DM Merchandising products.

Essential elements of the DM Merchandising MAP Policy are as follows:

1. The DM Merchandising MAP Policy shall apply to the products listed on Exhibit A, and may be adjusted from time to time by DM Merchandising in its sole discretion.
2. The DM Merchandising MAP Policy applies equally to DM Merchandising direct Resellers as well as those who purchase product through any distributor of DM Merchandising products.
3. Resellers who provide DM Merchandising products to persons or entities who resell the products, are responsible for ensuring that those persons and entities’ pricing complies with the MAP Policy. Resellers who continue to provide products to persons or entities that are known to disregard the MAP Policy will be considered in violation of this Policy and may be canceled immediately.
4. DM Merchandising Resellers operating within the United States may not sell or offer to sell our product outside of the United States through internet, physical based sales, or equivalents thereof.

5. This Map Policy applies to all forms of advertisements in any and all media, including, but not limited to Internet sites, social media sites, apps, or any other electronic media as well as print advertisements, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage.
6. Website features such as “click for price”, automated “bounce-back” pricing emails, pre-formatted email 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 dealer (rather than by the customer) and thereby constitute “advertising” under this MAP Policy.
7. The DM Merchandising MAP Policy does not apply to the purchase pages or any “check-out page” of any Reseller’s website or related internet site (i.e., the page on which the consumer actually completes the purchase of the product).
8. The MAP Policy applies only to advertised prices and does not apply to the price at which the products are actually sold to an individual consumer. Further, this MAP Policy does not preclude DM Merchandising Resellers from advertising the availability of non-product specific coupons for lower sales prices at checkout. DM Merchandising Resellers remain free to sell the products covered by DM Merchandising’s MAP Policy at any prices they choose.
9. The 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 competitor’s price,” that consumers should “call for a price” or similar phrases as long as the price advertised or listed for the products is not less than the MAP Policy price established by DM Merchandising for such products.
10. The MAP Policy does not establish maximum advertised prices at which products may be sold. All Resellers may advertise DM Merchandising products at any price in excess of the minimum advertised price established by DM Merchandising for such products.
11. Sale of DM Merchandising products on any internet auction sites (eBay, eBid, etc.) is a violation of this Policy and is not permitted unless: (1) prior written approval directly from DM Merchandising Inc. has been granted; and (2) the auctions’ starting price/opening bid is equal to or greater than DM Merchandising’s MAP price for the product.
12. Unless explicitly approved in writing directly by DM Merchandising Inc., the sale of DM Merchandising products on any third-party e-commerce platform (Amazon, Jet, Active, Walmart.com, etc.) is prohibited.
13. Advertising the bundling or inclusion of a free or discounted product (whether supplied by DM Merchandising or another manufacturer) with a DM Merchandising product covered by this MAP Policy is a violation of this Policy and is not permitted.
14. The MAP Policy does not apply to solely on-premise or in-store advertising that is not distributed to customers.
15. From time to time, DM Merchandising may implement promotions for products covered by the MAP Policy. DM Merchandising reserves the right to modify or suspend the MAP Policy at any time with respect to the affected products. DM Merchandising further reserves the right

to adjust the MAP Policy with respect to all or certain products at its sole discretion upon at least thirty (30) business days' advance written notice to Resellers.

16. This MAP Policy also applies to any activity which DM Merchandising determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy.
17. DM Merchandising reserves the right, in its sole discretion, to determine and enforce all violations of its MAP Policy and further reserves the right to waive any violations of the MAP Policy in its sole discretion, provided, however, that no such waiver shall be deemed or constitute a waiver of any subsequent violation(s) and the resulting enforcement of the MAP Policy. Based on the severity of the violation, DM Merchandising, at its sole discretion, may terminate its relationship with a reseller of DM Merchandising products at any time for any violation of this MAP Policy.
18. This MAP Policy is created solely at DM Merchandising's decision and responsibility. No employee or sales representative of DM Merchandising has any authority to discuss or modify this MAP Policy and any action of any person, which claims to modify this MAP Policy or to solicit or obtain the agreement of any person to the MAP Policy, is unauthorized and invalid. No oral communications about this Policy are authorized. The foregoing MAP Policy and any MAP Policy product listing is subject to modification or discontinuance by DM Merchandising, in its sole and absolute discretion, at any time. Any action taken by DM Merchandising under this MAP Policy shall be without liability to DM Merchandising.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

RESELLER

Company Name: _____

Billing Zip Code: _____

Primary Contact Name Printed: _____

Primary Contact Title: _____

Primary Contact Signature: _____

Date: _____

EXHIBIT A
(Effective: 7/15/2019)

MAP PRICE LIST			
ITEM #	DESCRIPTION	MAP PRICE	MSRP
FITKICKS			
BCA-FITZ	BCA ZIP WAIST PACK	\$7.99	\$14.99
CRFIT-U48	FITKICKS CROSSOVERS	\$24.99	\$29.99
FITARM-U24	FITKICKS ARMBAND	\$8.99	\$14.99
FITCAP-U24	FITKICKS CAP	\$12.99	\$16.99
FITET-U12	FITKICKS EVERYDAY TOTE	\$19.99	\$24.99
FITHA-U24	FITKICKS HIDEAWAY DAYPACK	\$14.99	\$19.99
FITK-AS48	ORIGINAL FITKICKS	\$19.99	\$26.99
FITL-U24	FITKICKS CROSSOVER ATHLETIC LEGGINGS	\$24.99	\$29.99
FIT-LTE24	LIGHT UP ZIP WAIST PACK	\$14.99	\$19.99
FITP-U12	FITKICKS FITPACK	\$17.99	\$21.99
FITB-U12	FITKICKS THROWBACK BAG	\$19.99	\$24.99
FITVSR-U12	FITKICKS VISOR	\$9.99	\$14.99
FITW24	WRIST WALLET ACCESSORY	\$3.99	\$5.99
FITZ24	WAIST PACK ACCESSORY	\$7.99	\$14.99
FKID2-U48	KID'S FITKICKS 2 ND EDITION	\$19.99	\$26.99
KOZI-U36	KOZIKICKS	\$29.99	\$36.99
KOZI2-U36	KOZIKICKS 2 ND EDITION	\$29.99	\$36.99
LWFIT-U48	LIVEWELL WOMEN'S FITKICKS	\$24.99	\$29.99
LWFITW-U24	LIVEWELL WOMEN'S FIT WRIST WALLET	\$5.99	\$7.99
LWFITZ-U24	LIVEWELL FITZIP	\$9.99	\$16.99
MCFIT-U24	MARITIME FITKICKS	\$22.99	\$28.99
MELFIT1-U24	MEN'S EDITION LIMITED FITKICKS	\$23.99	\$29.99
MFITK2-U36	MEN'S FITKICKS 2 ND EDITION	\$21.99	\$27.99
MKOZI-U12	MEN'S KOZIKICKS	\$29.99	\$36.99
SPFIT-AS48	SPECIAL EDITION FITKICKS	\$22.99	\$28.99
SPFIT4-U24	4 TH SPECIAL EDITION FITKICKS	\$22.99	\$28.99
SPFITZ-DEN	DAILY DENIM ZIP WAIST PACK	\$9.99	\$16.99
SPFITZ-MAU	MIDNIGHT MAUI ZIP WAIST PACK	\$9.99	\$16.99
SPKOZI-U18	SPECIAL EDITION KOZIKICKS	\$29.99	\$36.99
HELLO MELLO			
HMCTC-U12	HELLO MELLO CAREFREE LONG CARDIGAN	\$29.99	\$36.99
HMCTFC-U16	HELLO MELLO CAREFREE FLYAWAY CARDIGAN	\$29.99	\$36.99
HMCTH-U24	HELLO MELLO CAREFREE HOODIE	\$24.99	\$29.99
HMCTJ-U24	HELLO MELLO CAREFREE JOGGER	\$24.99	\$29.99
HMCTP-U24	HELLO MELLO CAREFREE THREADS PANTS	\$24.99	\$29.99
HMCTSS-U24	HELLO MELLO CAREFREE SLEEP SHIRT	\$29.99	\$34.99
HMCTT-U24	HELLO MELLO CAREFREE THREADS TOP	\$24.99	\$29.99
HMDRMS-U24	HELLO MELLO DREAM TEE	\$16.99	\$22.99
HMHOL-U24	HELLO MELLO HOLIDAY PANTS	\$19.99	\$24.99
HMHOL2-U24	HELLO MELLO HOLIDAY PANTS 2 ND EDITION	\$19.99	\$24.99
HMLLL-U24	HELLO MELLO LOUNGE LUXE LEGGINGS	\$24.99	\$29.99
HMLLT-U24	HELLO MELLO LOUNGE LUXE TOPS	\$24.99	\$29.99
HMLTP-U36	HELLO MELLO LEISURE TIME PANTS	\$19.99	\$24.99
HMLTS-U36	HELLO MELLO LEISURE TIME SHORTS	\$12.99	\$14.99

MAP PRICE LIST CONTINUED			
ITEM #	DESCRIPTION	MAP PRICE	MSRP
HMMSK-U24	HELLO MELLO SLEEP MASK	\$5.99	\$7.99
HMPNT-U36	HELLO MELLO PANTS	\$19.99	\$24.99
HMROB-U12	HELLO MELLO ROBE	\$24.99	\$29.99
HMTOT-U12	HELLO MELLO REVERSIBLE TOTE BAG	\$17.99	\$24.99
HMSHT-U36	HELLO MELLO SHORTS	\$12.99	\$14.99
HMTBP-U36	HELLO MELLO TOTAL BLISS PANTS	\$19.99	\$24.99
HMTBPGS-U12	HELLO MELLO PLUS TOTAL BLISS PANTS	\$19.99	\$24.99
HMTBS-U36	HELLO MELLO TOTAL BLISS SHORTS	\$12.99	\$14.99
HMTBT-U36	HELLO MELLO TOTAL BLISS TOP	\$19.99	\$24.99
HMTNK-U12	HELLO MELLO TANK TOP	\$12.99	\$14.99
HMTPT-U36	HELLO MELLO LOUNGE TOP	\$19.99	\$24.99
HMWKP-U24	HELLO MELLO WEEKENDER PANT	\$29.99	\$34.99
HMWKT-U24	HELLO MELLO WEEKENDER TOP	\$29.99	\$34.99
HMMPP-U24	HELLO MELLO MEN'S PLAID PANTS	\$24.99	\$29.99
HMWPP-U24	HELLO MELLO WOMEN'S PLAID PANTS	\$24.99	\$29.99
NIGHT SCOUT			
DGNTS-U24	NIGHT SCOUT DOG COLLAR	\$14.99	\$19.99
DGNTSL-U12	NIGHT SCOUT DOG LEASH	\$19.99	\$24.99
NGSPRT-U12	NIGHT SCOUT SPORT LED BEANIE	\$17.99	\$21.99
NGTS-U24	NIGHT SCOUT LED BEANIE	\$14.99	\$19.99
SOUL STACKS			
STX-U24	SOUL STACKS BRACELETS	\$19.99	\$24.99

MAP Pricing Annual Effective Dates: 7/15/2019

Contact your account representatives for the latest information on MAP pricing.