



MINIMUM ADVERTISED PRICE POLICY AND AGREEMENT

Metro Distributors, LLC ("Metro") is hereby adopting the following Minimum Advertising Price Policy ("MAP Policy") as a unilateral measure designed to protect the long-term strength and integrity of its brands and products as well as its Authorized Resellers' investment in these brands and products to promote equal competition and to protect margins. The brands and products covered under this MAP Policy shall include **Alchemy®**, **Boner Bears®**, **Brahma®**, **Brazzers®**, **Cloud 9®**, **Hung®**, **Link®**, **Love Wand®**, **Men.com®**, and **RingMaster®** (collectively, "Product" or "Products").

This Map Policy shall apply to all Authorized Resellers, any Drop Shippers or Third-Party Fulfillment Centers used by Authorized Reseller, and any other reseller who purchases Metro Products from Authorized Reseller ("Reseller") effective **September 15, 2023** ("Effective Date").

General Guidelines:

- A. To preserve optimal brand value for all invested parties, advertisements that include Products covered under this MAP Policy shall reflect its Manufacturer's Suggested Retail Price ("MSRP") as it is presented in the ordering process or as it is provided on its order form. However, unless otherwise pre-approved in writing by Metro, Resellers may advertise a discount no greater than fifteen percent (15%) off MSRP for no longer than fifteen (15) consecutive days ("Discount Period"). Further, Resellers are expected to refrain from advertising another discount for the same Products for a minimum of thirty (30) days. In the case of reoccurring subscriptions, bundles, or similar pre-packaged offers, Resellers may advertise a discount no greater than twenty percent (20%) off MSRP provided that the Products regular price is visible and/or red lined.

(collectively, the "MAP Pricing")

- B. This MAP Policy applies to all forms of advertising, including without limitation, magazines, newspapers, catalogues, direct facsimile, direct mail pieces, public signage, broadcast advertising (e.g. radio, television, and live steams), electronic advertising (e.g. telephone, e-mail, and SMS), and internet advertising such as banners, websites, social media, pop-up ads ("Advertise", "Advertising", or "Advertisements").

Further, any communication of price accessible by a web crawler, specialized shopping or pricing engine shall be considered Advertising; including without limitation, internet auctions or websites that permit customers to "make and offer" or "place a bid" below Metro's MAP Pricing (e.g. eBay). Additionally, any website or email feature, such as "click for price", "add to cart to see price", or similar click-through pricing displays, are considered to be communications initiated by Reseller and thus will constitute as Advertising under this MAP Policy. However, it shall not be a violation of this MAP Policy to Advertise that a customer may "call for price" or to use similar language, so long as no price is listed.

- C. This MAP Policy does not apply to the price at which the Products are actually sold or offered for sale to an individual consumer within the Resellers' retail location or over the phone. Further, this MAP Policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer(s).
- D. This MAP Policy does not establish maximum advertised prices; therefore, Resellers may offer Metro Products at any price in excess of Metro's MAP Pricing.
- E. Coupons, promotional codes, or any other type of offer that provides an immediate reduction or future reduction to the Products' MAP Pricing will constitute as a violation of this MAP Policy.
- F. Resellers with multiple brick-and-mortar or website locations that violate this MAP Policy with respect to advertising for a particular location will be considered to have violated this MAP Policy at all its locations.
- G. Metro Sales Representatives are not permitted to make any agreement with any Reseller with respect to the advertising or pricing of Metro's Products, including without limitation, modifications to this MAP Policy.

Violations of Policy:

- A. This MAP Policy is not the result of any agreement between Metro and/or any of its Resellers. Rather, this MAP Policy is a policy that has been unilaterally and independently implemented and maintained by Metro.
- B. This MAP Policy will be enforced solely and unilaterally by Metro and, should Metro independently determine that a Reseller has violated this MAP Policy, Metro reserves the right to suspend further shipments or to cancel pending orders, in its sole and absolute discretion.

Policy Amendments:

- A. Metro reserves the right to implement promotional pricing campaigns and, in such event, may notify its resellers that it may be modifying this MAP Policy accordingly.
- B. Metro reserves the right to otherwise update, revise, modify or suspend this MAP Policy at any time, without any consultation or approval from its resellers.

By signing and submitting this MAP Policy, you are agreeing to its terms and conditions. For questions, please contact your Metro Sales Representative at (401) 461-2200.

Store Name

City, State and Zip

Signee First and Last Name

Title

Phone

Signature