



## KING TECHNOLOGY, INC. MINIMUM ADVERTISED PRICE POLICY FOR THE UNITED STATES

Effective Date: September 24, 2024

Also available at: [www.kingtechnology.com/MAP](http://www.kingtechnology.com/MAP)

### 1. Purpose

There are certain advertising practices that undermine the reputation, brands, goodwill, and premium image of King Technology, Inc. (“King”) products with our target consumer retail population and discourage our sellers from investing in our products and providing the best possible service and support to customers. To protect the integrity of our brands, we are implementing this unilateral United States of America Minimum Advertised Price Policy (“Policy”), which applies to all authorized sellers (“Sellers”) of our products advertising to end user consumers in the United States. This Policy supersedes all of our prior policies or representations regarding minimum advertised prices or minimum resale prices for the Covered Products (as defined below) applicable to Sellers.

### 2. Covered Products

This Policy applies to advertisements of our products listed on both of our MAP schedules, attached as Schedule A and Schedule B. Schedule A applies to certain King Technology products (“King Covered Products”). Schedule B applies to certain Flippin’ FROG products (“Flippin’ FROG Covered Products”). The King Covered Products on Schedule A are subject to this MAP Policy every day of the year unless a MAP holiday is otherwise announced. The Flippin’ FROG Covered Products on Schedule B are subject to this MAP Policy on May 25 through July 15 of every year. The King Covered Products and the Flippin’ FROG Covered Products are collectively referred to as the “Covered Products.” The MAP Schedules will be made available to all Sellers and may be changed by us at any time in our discretion. Sellers are responsible for reviewing the current MAP Schedule, but we will work to promptly notify Sellers when updates are made to it.

### 3. The Minimum Advertised Price

The “minimum advertised price” (“MAP”) is the lowest price at which the Covered Product may be advertised. We are solely responsible for (1) establishing the MAP for each Covered Product and (2) communicating the Policy to all Sellers (including via directing any distributors to pass down the Policy to their resellers). **While Sellers remain free to advertise and sell all of our products (including the Covered Products) at any price, it is a violation of this Policy for a Seller to advertise any Covered Product at a price lower than the MAP.**

### 4. Advertising and Advertisements

For purposes of this Policy, the terms “advertising” and “advertisement” include all promotional or pricing information of Covered Products displayed in any type of media, including, but not limited to:

- newspapers
- catalogs
- magazines
- flyers
- brochures
- television
- radio ads
- billboards
- outdoor signage
- websites
- blogs
- social media
- affiliate marketing networks/comparison shopping engines
- seller-initiated text messages or emails to customers or prospective customers
- mobile/smart phone applications
- banner ads
- online product ads
- paid search ads
- pay-per-click ads
- display ads
- mobile ads
- product listing ads
- sponsored links
- ads in any other media in a digital format that is conveyed via the Internet
- any other marketing or promotional materials, whether displayed online, through broadcast, or other media

The terms “advertise” and “advertisement” do not include:

- Signage displayed within a brick-and-mortar selling location; and
- 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 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 Seller’s own website.

## **5. Policy Violations and Permissible Promotions**

Advertisements that violate this Policy include, but are not limited to:

- A. Displaying the advertised price of the Covered Product below the MAP.
- B. Offering coupons, discounts, rebates, or other inducements that, when applied, result in an advertised price lower than the MAP, including through use of a storewide sale, a department-wide sale, category-wide sale, website-wide sale, promotional code, clip-and-save, or other similar provision that can be applied to the Covered Products.
- C. Bundling Covered Products with other products or services (whether made by or provided by King Technology or another entity) in a manner that results in or implies below-MAP pricing for the bundled Covered Product(s).
- D. Creating multipacks and/or bundles using Covered Products in a manner that is or implies below-MAP pricing for the individual Covered Product used in the multipack or bundle.
- E. Strikeouts or strikethroughs of advertised pricing information, “see price in cart,” “priced too low to publish,” or other statements that suggest a lower price for a Covered Product may be found at the Final Online Checkout Stage.
- F. Permitting any third-party to alter the advertised price for any Covered Product.

- G. Direct or indirect attempts to circumvent this Policy.

It is not a violation to advertise the following, notwithstanding the prior prohibitions in Section 5:

- H. Customer-Initiated Solicitations for Price: That a customer may “call for price,” “text for price,” or “email for price,” as long as no price is listed and no automated call, text message, or “bounce-back” email is used in response.
- I. Free/Reduced Price Shipping: A free or reduced-price shipping advertisement
- J. Store-Wide/Site-Wide Promotions: Coupons or promotions which result in a Covered Product being advertised at a price lower than the MAP, provided the coupon or promotion (1) is advertised in connection with the Seller’s brick-and-mortar retail locations and/or Seller’s Permissible Public Websites (as defined in the applicable authorized seller program policies); (2) applies to all products offered by Seller or all products offered by Seller in the same category as the Covered Products; (3) does not specifically refer to King Technology, its brands, or the Covered Products; and (4) the advertisement does not calculate the application of the promotion or coupon to the advertised price for the Covered Product.
- K. Loyalty Points: The accrual and application of “points” or other things of value (“Loyalty Points”) in connection with the purchase of a Covered Product, provided that (1) Loyalty Points may be accrued and applied to all or almost all of the products offered by a Seller; and (2) the rate of accruing Loyalty Points for Covered Products is no more than the rate applicable to all or almost all other brands of products offered by the Seller;
- L. Subscription-Based Advertisements: Offering coupons, discounts, rebates, or other inducements that can be applied to the Covered Products through an email or a personalized physical mailing to end users through a list of customers that have otherwise signed up to receive emails or physical mailings from the Seller.

## **6. This Policy Is Not an Agreement and Is Non-Negotiable**

**This Policy is not an agreement between King Technology and any other entity.** We do not seek and will not accept any promise of compliance with this Policy from any Seller or other party, and each Seller must independently choose whether to comply with this Policy. **This Policy is not negotiable and will not be altered for any individual Seller.**

## **7. MAP Holidays**

We may announce MAP holidays or promotions that are applicable to all Sellers, during which periods a Seller that advertises a Covered Product in compliance with the terms of the MAP holiday will not be considered to have violated this Policy.

## **8. Noncompliance**

King will take actions against any Seller that fails to comply with this Policy with respect to the advertisement of any Covered Product, up to and including revocation of a Seller’s “authorized”

status and termination. We will enforce this Policy in our sole discretion. Sellers have no right to enforce this Policy.

## **9. Policy Administration**

We may update, revise, suspend, or otherwise modify this Policy at any time in our discretion, and any modifications will be made available to all Sellers.

Please note that our 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 Seller, including any Seller's compliance with the terms.

Any questions about this Policy should be sent in writing to our MAP Policy Administrator at [MAP@kingtechnology.com](mailto:MAP@kingtechnology.com). We will not accept any other form of communication from Sellers regarding this Policy.