

GEERPRES Minimum Advertised Price Policy

In order to preserve the brand equity in the marketplace and prevent erosion of the products' perceived value, Geerpres, Inc. (Geerpres) has unilaterally adopted a Minimum Advertised Price (MAP) Policy (the "Policy") with respect to its products. This MAP Policy is effective April 1, 2019 and applies to all Geerpres products listed in the appendix of this Policy.

Our objective is to maintain the strong brand equity of Geerpres products while delivering a valued customer-preferred product. The advertising of deeply discounted prices for Geerpres products would harm the brand equity and reduce the efficiency of Geerpres' distribution strategy. In addition, deeply discounted prices would undermine Geerpres' ability to maintain ongoing investment levels in its products and to continue to deliver customer-preferred, premium products in the marketplace.

Under this Policy, Geerpres reserves the unilateral right to reduce trade funding, rebates, volume discounts pricing and/or discontinue the sales to any seller of Geerpres items who advertises its products at prices below the suggested minimum advertised price as stated in the appendix of this Policy. Sellers of Geerpres products include, but are not limited to, distributors, master distributors, in-store retailers, and internet sellers.

This Policy applies only to the advertised price of Geerpres products, not the price at which products are actually sold. Advertised prices under this Policy include, but are not limited to: print advertisement; in store or out of store coupons; special offers; broadcast advertisement; showing a dollar value "netted out" below MAP; direct mail; internet advertisement or communication; distributor flyers or coupons; advertised coupons on a single item; and the inclusion of Geerpres products in a bundled, brand, or category wide discount or coupon where the value of the offer as applied on the Geerpres product(s) results in a net price below MAP. For the purpose of applying this Policy, Geerpres considers online prices (other than prices on the in-cart or other intent to purchase pages) to be advertised prices.

Geerpres reserves the right, within its unilateral and sole discretion, to make judgments regarding the optimal distribution strategy for its products and to evaluate without negotiation whether the actions of sellers are consistent with this Policy and Geerpres' overall strategy.

In the event of advertising inconsistent with this Policy, Geerpres reserves the right, in its unilateral discretion, to discontinue selling products to sellers according to the following scale:

- ☐ **First Instance of Inconsistent Advertising:** Geerpres will stop selling Geerpres products to the customer for 3 months.
- ☐ **Second Instance of Inconsistent Advertising:** Geerpres will stop selling Geerpres products to customer for 6 months. Thereafter, any discounts offered to customer will be terminated.
- ☐ **Third Instance of Inconsistent Advertising:** Geerpres will stop selling Geerpres products to customer

If any customer with multiple locations advertises Geerpres products at prices that are inconsistent with this MAP Policy as to any particular distributor location, then Geerpres will consider the inconsistent advertising to extend to all of the customer's locations.

Any distributor or other entity that attempts to or provides Geerpres products to another distributor that has been suspended, terminated, or otherwise is in violation of the MAP policy will be considered to be additionally in violation of the MAP policy as outlined. Any attempt to falsify, manipulate, circumvent, or willfully misinterpret Geerpres policy regarding proof of delivery, intercompany shipping or sales documents or the creation of a fictitious customer will result in the termination of sales to that distributor.

Geerpres does not seek, nor will we accept, any agreement or assent from customers with respect to this Policy, either now or at any time in the future. This Policy is being established by Geerpres unilaterally and therefore is not subject to negotiation. Geerpres will implement this Policy based on information deemed sufficient by Geerpres, and all such determinations are final. We reserve the right at any time to modify this Policy, to establish new or different policies or discontinue any or all such policies. This Geerpres MAP Policy shall remain in effect until modified or terminated by us in writing sent to you.

If you carry Geerpres products, please notify the appropriate individuals at your company of this Policy to ensure they are aware of this Policy when determining how you will advertise and promote our products.

Important: Distributor alone has the sole discretion to determine both advertised price(s) and selling price(s).