

# Brotherwise IMAP Policy

Effective January 1, 2026, Brotherwise Games, LLC. (“Brotherwise”) has adopted the following Internet Minimum Advertised Price (“IMAP”) Policy applicable to all Brotherwise Games, LLC distributors, retailers, and resellers (collectively, “partners”) selling Brotherwise products within the United States and Canada.

## 1. Covered Products:

This IMAP Policy applies to the Brotherwise products with IMAP prices listed on the Brotherwise Retailer Price List found at:

<https://docs.google.com/spreadsheets/d/1vfuTljp4xGE7b0if9mJMKk6zggVbGsYpp7RyvvmQjc/edit?usp=sharing>

The Brotherwise IMAP Price List and IMAP prices cited therein are subject to change by Brotherwise at any time at Brotherwise’s sole discretion. This policy does not apply to discontinued, retired, used, damaged or distressed merchandise. Brotherwise may also, from time to time, announce promotional periods during which the IMAP Policy will not apply with respect to all or some Covered Products.

## 2. Policy:

In a unilateral policy decision concerning the marketing of its products, Brotherwise has determined that select Brotherwise products should not be advertised on the internet at a price less than the IMAP price according to the Brotherwise IMAP Price List. This IMAP Policy does not restrict our partners' actual sales price. Our partners remain free to sell Brotherwise products at any price.

## 3. Definition of Advertising:

The IMAP Policy applies to all Internet advertisements of Brotherwise products, including but not limited to online banners, coupons, emails, catalogs, sponsored links, websites operated by, affiliated with and/or linked to the partner's website, social media sites, apps, or any other forms of electronic media accessible on the Internet. This IMAP Policy does not apply to “non-internet advertisements,” or “price quotes,” as those terms are defined here:

- A “non-internet advertisement” is a partner-initiated media message and/or message aimed at the general public through a medium other than the internet like (i) print advertising (including newspapers, magazines, inserts, coupons, brochures); (ii) broadcast advertising (including radio and television); (iii) direct advertising (including catalogs, newsletters, direct mail pieces, and flyers, whether mailed, hand delivered, or shipped in-box with product); (iv) in-store advertising

- A “price quote” is the price that a partner communicates to a particular customer who inquires about a product covered by this IMAP Policy, whether the inquiry or the quote was transmitted orally, by telephone, or by email.

It shall not be a violation of this IMAP Policy to advertise that a partner “has the lowest prices” or “will meet or beat any competitor’s price” or that a customer may “call for price” or “email for price,” or to use similar language, so long as a price advertised online is not less than the IMAP price, or if a price is not listed.

#### 4. Exemplary Violations

A partner, directly or through a distributor, engaging in any of the following activities or equivalents in connection with any Brotherwise product is a violation of the IMAP Policy unless expressly authorized by Brotherwise:

- In an Internet auction, displaying or having reserved bid or other acceptable prices for Brotherwise products below the IMAP price for such products
- Altering the IMAP price or “regular price” of any Brotherwise product by strikethrough, X-ing out, or other means
- Failing to show a price for any Brotherwise product
- Stating “prices too low to show” or using similar language
- Displaying one price for a Brotherwise product on an initial webpage and displaying a different price when the product is added to an electronic shopping cart
- Inviting a customer to inquire about the actual price of the Brotherwise product
- Selling on any third-party website or online platform not owned by the partner including, but not limited to, Amazon, eBay, Etsy, and Alibaba

The above list of violations is not exclusive and is provided for purposes of example.

#### 5. Policy Enforcement:

Violations of this IMAP Policy will be addressed as follows:

- First Violation: written warning with corrective action required within 5 business days of delivery of the warning.
- Second Violation: written warning with corrective action required within 2 business days of delivery of the warning, after which Brotherwise may commence a stop ship order. Effective as of the warning date, and continuing for at least 30 days, no new orders will be accepted from the violating partner for the relevant IMAP product, and all pending orders will be delayed and may be cancelled at the sole discretion of Brotherwise.

For ongoing violations, Brotherwise reserves the right to take such action as it deems necessary and reasonable to assure compliance with this policy. Ongoing violations of this agreement may result in termination of a partner's right to purchase Brotherwise product, suspension of payment terms, acceleration of payment obligations, or elimination of discounts.

#### 6. Bundles:

Unless a Bundle offered by a partner (i) originates from Brotherwise, or (ii) otherwise has been expressly approved in advance by Brotherwise, a Bundle will violate the IMAP standards if, after applying the IMAP to the IMAP Products in the Bundle, the remaining value ascribed to the non-IMAP Products is less than the fair market value as determined by Brotherwise. (For example, when a Bundle that consists of a board game and a custom wooden insert is offered for \$24.99, the IMAP of \$19.96 for the board game is subtracted from \$24.99, leaving \$5.03. If the fair market value of the insert is more than \$5.03, the IMAP standards have been violated.)

#### 7. Additional Sales Channel Restrictions:

Retailers may sell Brotherwise games on their own company owned webstores, but may not sell Brotherwise games as a 3rd party seller on any webstores including, but not limited to:

- Amazon.com
- Walmart.com
- Target.com
- B&N.com
- EBay.com

#### Questions:

This policy is a unilateral statement of our intent and is not a contract or an offer to form a contract. This IMAP Policy is non-negotiable and does not constitute an agreement between Brotherwise and any partner. Brotherwise is not seeking, and will not accept, a response or any assurance of compliance from a partner. Any and all questions regarding this policy should be directed to Brotherwise at [bwisegames@gmail.com](mailto:bwisegames@gmail.com).