



CEPHALOFAIR

MINIMUM ADVERTISED PRICE POLICY

Effective October 1, 2024 CEPHALOFAIR GAMES, LLC, an Indiana limited liability company, "Cephalofair" is adopting a Minimum Advertised Price Policy "Policy" for all SKUs "Product" sold to retailers, both through distribution and directly by Cephalofair. This policy is being put in place to support our resale partners allowing fair profit, and to protect the value of our Brands.

Cephalofair, in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any product covered by this MAP policy at a price lower than the MAP.

Retailers should operate a physical brick & mortar physical location for their primary sales venue. The minimum advertised price "MAP" for any online listings on Product shall not be less than 100% manufacturer suggested retail price "MSRP". The MAP and MSRP are subject to change by Cephalofair at any time at Cephalofair's sole discretion. This Policy also applies to all advertisements of the Product in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email newsletters, email solicitations, internet or similar electronic media, television, radio, and public signage.

This Policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer(s). Internet auctions may not display or have reserved bid or other acceptable prices below MAP. If pricing is displayed, any strike-through or other alteration of the MAP is prohibited. MAP applies only to advertised prices and does not apply to the price at which the Product is actually sold or offered for sale to an individual consumer within the Retailer's brick-and-mortar retail location or over the phone. Retailer remains free to sell the Product at any price it chooses. This Policy does not limit Retailer's ability to advertise that it "has the lowest prices," that it will "meet or beat any competitor's price," that customers should "call for pricing" or "click for pricing", or similar phrases as long as the price advertised or listed for the Product is not less than MAP.

This MAP policy also applies to any activity which Cephalofair determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP policy, such as solicitations for "group purchase" and the like.

At the sole discretion of Cephalofair, failure to abide by this Policy may result in denial of future requests for the Product or for other products offered by Cephalofair. Cephalofair reserves the right to cancel any pending orders, restrict future orders, or suspend dealers' accounts if Cephalofair reasonably believes:

- i. a dealer has violated the provisions of this policy; or
- ii. a dealer intends to violate this policy.

Cephalofair is solely responsible for determining whether a violation of the MAP policy has occurred, as well as determining appropriate sanctions. Cephalofair is not obligated to provide prior notice or issue warnings before taking action under this Policy, however Cephalofair will make commercially reasonable efforts to contact and inform retailers who are not following this policy and allow an opportunity to follow this policy. Dealers, distributors, and resellers have no right to enforce the MAP policy.

Cephalofair will not discuss any conditions of acceptance related to this Policy, as it is non-negotiable and will not be altered for any dealer. In addition, Cephalofair neither solicits, nor will it accept, any assurance of compliance with this Policy. Nothing in this Policy shall constitute an agreement between Cephalofair and any reseller that the reseller will comply with this Policy.

For all questions about this MAP policy, MSRP on our products or any other questions, or to report a violation of this MAP policy, please email us at mapp@cephalofair.com.