

Dispel Minimum Advertised Pricing Policy

Dispel LLC, a California Limited Liability Company ("Dispel"), is proud of its dedication to bringing high-quality, creative, and unique gaming dice to the marketplace. This MAP Policy is intended to help our retailer channel partners realize an appropriate financial return when communicating the value of Dispel branded products in their consumer advertising.

This MAP Policy applies to all Dispel direct retailers and all direct retailer accounts of Dispel® products (all such retailers hereinafter referred to as "Dealers").

This is a unilaterally adopted Dispel Policy, and is not an agreement or an offer to form an agreement. Dispel is not requesting, and will not accept, any agreement regarding a Dealer's compliance with this policy. The MAP Policy is solely intended to describe the terms and procedures under which Dispel will incentivize Dealer advertising for the applicable products. Dispel representatives are strictly prohibited from negotiating or modifying any aspect of this Policy with any Dealer, including the compliance of other Dealers with the Policy's terms and procedures. Dealers should only address any and all questions and comments regarding this policy by sending an email to the MAP Policy Administrator at mappolicy@dispeldice.com.

Dispel will independently and unilaterally administer its MAP Policy and independently identify and verify MAP violations.

To ensure impartiality, Dispel may contract with one or more 3rd parties that specialize in the monitoring of advertising.

The MAP Policy applies to all Dispel branded "Covered Products" products invoiced on or after March 17, 2023, for sale in the United States that are listed on a Dispel Dealer Price Sheet issued from time to time with a "MAP Price". Additional Dispel® products may be included by Dispel under the MAP Policy from time to time. "Covered Products" will refer to any "NEW" Dispel branded product that has been designated as a MAP product as indicated in the applicable Dispel Dealer Price Sheet or subsequent writing.

"New" shall mean a Dispel branded product in an authorized Dealer's inventory that has been purchased directly from Dispel or an independent authorized Dispel Distributor. Dispel MAP Prices apply only to certain "New" products as designated in the Dispel Dealer Price sheet.

"B Stock" shall mean a Dispel branded product that has been refurbished by or for Dispel and has been purchased by the Dealer as B stock is not covered under the MAP Policy.

While Dealers always remain free to choose the advertised price and the actual selling prices for Dispel products, to comply with this MAP Policy the price shown in an advertisement for products within this MAP Policy must be no lower than the MAP Price.

This MAP Policy does not apply to free delivery/shipping, set up, recycling, extended warranties, free financing promotions, loyalty program reward points and electronic services (e.g., movie streaming, music downloads, subscriptions, photo storage or reproduction services, etc.). The usual prices for these items may be highlighted in a 'save' message but cannot be 'netted out' of the product price.

This MAP Policy does not apply to bundle promotions, as long as the price of the bundle was advertised at or higher than the MAP Price for the Covered Product.

Any advertisement of any Dispel Covered Products at a price below MAP will be considered to be noncompliant with the MAP Policy. Dispel will take the following actions when an advertised price is not compliant with the MAP Policy:

1. In the 1st instance of non-compliance Dispel will send a written notification to the Dealer.
2. In the 2nd instance of non-compliance Dispel will withhold, and the Dealer will forfeit, one month of the prior 3 months average discounts, rebates, any Marketing Development Funds ("MDF") or COOP Advertising credits ("COOP") under Dispel's COOP Advertising Allowance Program.
3. In the 3rd instance of non-compliance Dispel will withhold, and the Dealer will forfeit, an additional one month of the prior 3 months average discounts, rebates, any Marketing Development Funds ("MDF") or COOP Advertising credits ("COOP") under Dispel's COOP Advertising Allowance Program.
4. In the 4rd instance and each instance thereafter of non-compliance Dispel will withhold, and the Dealer will forfeit, an additional one month of the prior 3 months average discounts, rebates, any Marketing Development Funds ("MDF") or COOP Advertising credits ("COOP") under Dispel's COOP Advertising Allowance Program and Dispel will suspend shipments to Dealer for 30 days.

This MAP Policy applies to Dealer advertising and all types of media including, but not limited to, TV, radio, print, billboards, direct mail, in-store signage, email and online.

MAP does not apply to face to face or direct, person to person, live or telephonic conversations.

The following guidelines must be followed in all off-line and online media advertising for which an entitlement is requested and subject to this MAP Policy:

1. Advertisements on any On-Line third-party channel, including, but not limited to Amazon, eBay, Etsy, will result in forfeiture of any entitlement to discounts, rebates, any Marketing Development Funds ("MDF") or COOP Advertising credits ("COOP") under Dispel's COOP Advertising Allowance Program.
2. Resale of any Dispel Covered Products to other online resellers will result in forfeiture of any entitlement to discounts, rebates, any Marketing Development Funds ("MDF") or COOP Advertising credits ("COOP") under Dispel's COOP Advertising Allowance Program.
3. This map policy applies up to and including the final "check out" stage through in cart.

The policy will remain in effect at the discretion of Dispel. Dispel reserves the right to change, modify or eliminate the MAP Policy at any time and from time to time in its sole discretion.

This policy is considered confidential information and subject to the Dispel U.S. Distribution Agreement.

Printed Name, Title

Signature

Date