

Minimum Advertised Pricing Policy/Agreement

Effective November 1, 2021, a Minimum Advertised Price (MAP) on all Infinite Black products will be in effect. International accounts must reflect pricing as translated into their local currency. Infinite Black® has spent an extensive amount of time building a brand of strong recognition and a high perceived value. By not adhering to the established Minimum Advertised Price (MAP) a reseller can have a dramatic effect of diminishing or detracting from the perceived value of the Infinite Black brand and its products. The internet, with its worldwide impact, has the possibility to cause great harm to any companies' products, if they are advertised at prices that will eliminate any legitimate retail competition. Our MAP pricing policy is intended for consumers to purchase from other resellers (YOU) based on loyalty and customer care expectations. Therefore, if Infinite Black® agrees to allow your company to sell its products, you will need to agree and abide by the following requirements and restrictions. Please note this is in your greatest interest as we are protecting you from others slashing prices and harming your sales.

Breach of this contract will mean we will discontinue sales and your company.

The MAP policy shall work under the following guidelines:

- 1) The Minimum Advertised Price for any Infinite Black product sold online shall not be less than the current Manufacturer's Suggested Retail Price (MSRP) as published on the Infinite Black product packaging or from inquiry to Darkness@InfiniteBlack.com or from our posted MSRP on the InfiniteBlack.com website. MAP pricing is established by Infinite Black and may be adjusted by Infinite Black at its sole discretion.
- 2) The MAP policy for Online Sales applies to all online advertisements of Infinite Black products 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. The MAP policy is not applicable to any in-store advertising that is displayed only in the physical location of a brick and mortar store and not distributed to any customer(s).
- 3) If pricing is displayed in other than a brick and mortar retail store, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
- 4) Resellers are prohibited from selling Infinite Black products on Amazon.
- 5) MAP does not establish maximum advertised prices. All dealers and sales representatives may offer Infinite Black products at any price in excess of the MAP.
- 6) Infinite Black's MAP policy does not in any way limit the ability of any dealer to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price", that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for the products is not less than MAP.

7) Dealer agrees to hold all trademarks of Infinite Black as the property of Infinite Black and use advertising materials provided by Infinite Black in an authorized manner only.

8) Intentional or repeated failure to abide by this policy will result in termination of dealership or sales representatives. Infinite Black does not intend to do business with dealers or sales representatives who degrade the image of Infinite Black and its products. It is Infinite Black's sole discretion whether or not to provide prior notice or issue warnings before taking any action under this policy.

9) E-Bay, Etsy, Wish, and Other Auction Websites Policy:

- “Buy it Now” options must be listed at a price equal to MAP or greater.
- For auctions the reserve and/or opening bids must start at MAP.
- Best Offer Auctions Are Not Allowed

10) Negotiated Contracts: From time to time it may be explicitly approved by Infinite Black in writing to sell certain Infinite Black products at below MAP pricing. The discount amount and length of time will be determined at the time of this approved promotion by Infinite Black, Inc.

11) Sales representatives of Infinite Black products will supply a copy of the Infinite Black MAP policy to any new or existing reseller to be filled out, acknowledged and returned to Infinite Black. This form shall be signed and returned to Infinite Black and in doing so, will bind the reseller to abide by the MAP and reseller requirements spelled out in this document.

MAP Agreement Confirmation

This MAP policy has been established by Infinite Black to help uphold the reputation of Infinite Black and its products. Please indicate your understanding of this policy and your willingness to abide by its terms and conditions by signing and listing the name of your company below.

Agreed to by: Company name: _____

Any and all other names by which this company operates (including names used on Ebay, Amazon, Wish, etc:

Principal name printed: _____

Principal Signature: _____ Date signed: _____

Dealer / Retailer / Distributor Address: _____

Dealer / Retailer / Distributor City/State/Postal Code: _____

Phone: _____

Email: _____

Website URL: _____