

## **US MINIMUM ADVERTISED PRICE POLICY**

### **INTRODUCTION**

Geckobrand, LLC is consistently bringing innovative gear for EVERYWHERE YOU GO... In Water, Around Water, Keep it Cold and Get your Gear Where you Love to Go! Our customers feedback drives our focus on bringing high quality products to the market at a great value. Their feedback and enthusiasm for our brand drives awareness and demand for our products, helping geckobrand become one of the fastest growing brands in the outdoor category.

We recognize and greatly appreciate that our success is tied to the success of our network of select authorized dealers. We also know that our dealers invest significant time and resources to deliver an extraordinary customer experience. We want to protect their ability to do so, while at the same time discouraging price-based advertising that would be detrimental to our dealer's service and support efforts. As a result, Geckobrand, LLC has unilaterally established this Minimum Advertised Price ("MAP") Policy.

### **POLICY STATEMENT**

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

### **GENERAL GUIDELINES**

1. The products covered by this policy are listed in Exhibit 1, ("MAP Products"). Geckobrand may in its sole discretion modify this list from time to time.
2. Geckobrand recognizes that dealers are free to make their own decisions to advertise and sell any Geckobrand product at any price they choose, without consulting or advising Geckobrand. Similarly, Geckobrand will exercise its right to make its own decisions regarding the Geckobrand Authorized Reseller Program ("GARP"), supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.
3. The MAP Policy applies to advertised prices, not the price at which MAP Products are actually sold or offered for sale to an individual in-store or over the telephone.
4. Geckobrand believes in maintaining a well regulated and fair marketplace for all its authorized resellers.

### **ADVERTISING GUIDELINES**

1. The MAP Policy applies to all advertisements of MAP Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as internet sites, social media sites, apps, or any other electronic media.
2. The MAP Policy does not apply to solely on-premise or in-store advertising that is not distributed to customers.
3. Website features such as "click for price," automated "bounce-back" pricing e-mails, preformatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer's shopping cart and

other similar features are considered to be communications initiated by the dealer (rather than by the customer) and thereby constitute “advertising” under this MAP Policy.

4. It shall not be a violation of this MAP Policy to advertise that a customer may “call for price” or “email for price,” or to use similar language, specifically with respect to Geckobrand's products, so long as no price is listed.

5. This MAP Policy also applies to any activity which Geckobrand's determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for “group purchases” and the like.

6. It shall not be a violation of this MAP Policy to advertise in general that the reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.

7. From time to time, Geckobrand's may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, Geckobrand's reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

8. From time to time, Geckobrand's may offer a direct manufacturer’s rebate to customers. In such events, it shall not be a violation of this MAP Policy to advertise the availability of the manufacturer’s rebate, provided that:

- i. the advertisement includes a MAP-compliant price, the rebate amount, and the net price after manufacturer’s rebate in the same type size and style;
- ii. an asterisk is placed next to the net price after manufacturer’s rebate; and
- iii. “after manufacturer’s rebate” appears in the same area of the advertisement as the advertised product.

## **BUNDLING GUIDELINES**

1. “Bundling” or advertising Geckobrand's products for sale together with other products will violate this MAP Policy when:

- i. the effective or stated price of the bundle represents a discount of greater than 10% of the MAP; or
- ii. the product(s) bundled with MAP Products violate Geckobrand's’s Intellectual Property rights; or
- iii. the product(s) bundled with MAP Products (a) imply or create the appearance of a partnership, sponsorship, affiliation or endorsement by Geckobrand's, (b) use or imitate any of the trademarks of Geckobrand's, or (c) are likely to cause confusion as to source, affiliation or association with Geckobrand's; or
- iv. the product(s) bundled with MAP Products include words, packaging, graphics, or other indicia which may create customer confusion as to the source of the product(s); or
- v. the effective or stated discount is greater than 10% of the highest priced item in the bundle.

2. Gift cards, coupons, points, or other incentives which are contingent on the purchase of a MAP Product will violate this MAP Policy when:

- i. the effective or stated price of the bundle represents an immediate discount of greater than 10% of the MAP; or
  - ii. the effective or stated price of the bundle represents a discount of greater than 10% of the MAP after taking into consideration any contingent future purchase.
3. Rebate programs from Geckobrand, whether on MAP Products or non-MAP Products, are exempt from this policy.

## **POLICY ENFORCEMENT**

1. If a dealer with multiple store locations violates this MAP Policy at any one store location, or on any associated website, then Geckobrand will consider this to be a violation by the dealer.
2. Geckobrand reserves the right to cancel any pending orders, restrict future orders, or suspend dealers' account if Geckobrand reasonably believes:
  - i. a dealer has violated the provisions of this policy; or
  - ii. a dealer intends to violate this policy.
3. Geckobrand's MAP Policy Administrator is solely responsible for determining whether a violation of the MAP Policy has occurred, as well as determining appropriate sanctions.
4. Waivers to this MAP Policy may be granted in Geckobrand's sole discretion by the MAP Policy Administrator in writing. Geckobrand Sales, Marketing, or other personnel are not authorized to modify or grant exceptions to the MAP Policy. In the event that the MAP Policy Administrator authorizes a waiver to the MAP Policy, dealers must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of the MAP Policy.
5. Geckobrand monitors the advertised prices of dealers, either directly or via the use of third party agencies or tools. Dealers are expected to provide reasonable cooperation in any Geckobrand investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Geckobrand MAP Policy investigation is a violation of this MAP Policy.
6. The MAP Policy will be enforced by Geckobrand in its sole discretion and without notice. Dealers, distributors, and resellers have no right to enforce the MAP Policy. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law. All questions related to this MAP Policy should be directed in email to: [service@geckobrand.com](mailto:service@geckobrand.com).
7. A copy of this policy and current list of MAP Products and Pricing can be found at <https://geckobrand.com/file-share>

**Exhibit 1: MAP PRODUCTS**

CATEGORY	ITEM	COLOR	MAP
PHONE DRY BAGS & WAIST PACKS	Float Phone Dry Bag	Asst Colors	19.99
	Float Phone Dry Bag with Arm Band	Asst Colors	24.99
	Float Phone Dry Bag with Arm Band & Audio	Asst Colors	24.99
	Waterproof Phone Tote	Asst Colors	24.99
	Waterproof Lightweight Dry Bag Waist Pouch	Asst Colors	24.99
	Waterproof Tarpaulin Dry Bag Waist Pouch	Asst Colors	29.99
WATERPROOF BACKPACKS & DUFFELS	Waterproof Drawstring Backpack	Asst Colors	24.99
	Embark Waterproof Drawstring Backpack	Asst Colors	24.99
	Waterproof 30L Lightweight Backpack	Asst Colors	39.99
	Endeavor 30L Waterproof Backpack	Asst Colors	39.99
	Hydroner 20L Waterproof Backpack	Asst Colors	49.99
	Paddler 30L Waterproof Backpack	Asst Colors	69.99
	Paddler 45L Waterproof Backpack	Asst Colors	79.99
	Dueler 32L Waterproof Backpack	Asst Colors	79.99
Waterproof 50L PVC Duffel	Asst Colors	79.99	
OPTIXTREME COLLECTION	Optixtreme Phone Tote	Grey/Neon Blue	49.99
	Optixtreme Waist Pack	Grey/Neon Blue	59.99
	Optixtreme 20L Hydroner	Grey/Neon Blue	99.99
	Optixtreme 60L Duffel	Grey/Neon Blue	129.99
DRY BAGS & BOXES	Dry Box Medium	Asst Colors	14.99
	Dry Box Large	Asst Colors	19.99
	Lightweight Compression Dry Bag 3-pack	Green (L), Blue (M), Org (S)	14.99
	Lightweight Compression Dry Bag 2-pack	Realtree Edge Camo	19.99
	Durable View Dry Bag 5L or Gallon	Black with Trans. Panel	17.99
	Durable View Dry Bag 10L or 1.3 Gallon	Black with Trans. Panel	21.99
	Durable View Dry Bag 20L or 5.3 Gallon	Black with Trans. Panel	24.99
	Durable View Dry Bag 30L or 7.9 Gallon	Black with Trans. Panel	29.99
	Durable View Dry Bag 30L or 7.9 Gallon	Realtree Edge Camo	39.99
	Durable View Dry Bag 60L or 15.8 Gallon	Black with Trans. Panel	39.99
	Tarpaulin Dry Bag 10L or 2.6 Gal	Asst Colors	19.99
	Tarpaulin Dry Bag 30L or 7.9 Gal	Asst Colors	27.99
	Tarpaulin Dry Bag 60L or 15.8 Gal	Asst Colors	34.99
	Clear Dry Bag 30L or 7.9 Gallon	Clear	27.99
COOLERS	Veriticool Cooler	Asst Colors	19.99
	Medium 12 Can Cooler	Asst Colors	29.99
	Large 24 Can Cooler	Asst Colors	39.99
	Backpack 24 Can Cooler	Asst Colors	39.99
	2 Compartment Tote Cooler	Asst Colors	39.99
	Tote Dry Bag Cooler	Asst Colors	39.99
	30L Dry Bag Cooler	Asst Colors	49.99
	Backpack Dry Bag Cooler	Asst Colors	69.99
BEACH TOTES & ACCESSORIES	Lightweight Waterproof Blanket	Asst Patterns	24.99
	All Season Outdoor Blanket	Asst Patterns	24.99
	Oversized 5 Pocket Beach Tote	Asst Patterns	29.99
	Large Utility Tote	Asst Patterns	29.99
	Escape Waterproof Beach Tote	Asst Patterns	39.99
	Convertible Tote & Backpack	Asst Patterns	39.99