

BLI International Minimum Advertising Pricing (MAP) Policy Agreement

Effective August 1, 2017, a Minimum Advertised Price (MAP) on all products will be in effect. International accounts must reflect pricing as translated into their local currency.

Baton Labs, Inc. (BLI) has been building a brand (*PriorityStart!*® devices and accessories) of strong recognition and a high perceived value since 1996. We recognize our success is tied to the success of our network of select authorized distributors/dealers (resellers). As such BLI has established a unilateral Minimum Advertised Price (MAP) Policy that an authorized reseller must follow for the advertising and marketing of all BLI products. BLI recognizes that our dealers/distributors (resellers) invest significant time and resources to deliver quality customer service. Our MAP Policy is intended for consumers to purchase from resellers (YOU) based on loyalty and customer care expectations. Therefore with this policy BLI aims to protect all reseller service and support efforts with their customers, by discouraging advertising that would be detrimental to those efforts.

MAP Policy

- ALL BLI products are covered under the MAP policy. BLI recognizes that dealers/distributors are free to choose marketing and selling prices without consulting BLI, similarly BLI will exercise their right regarding their authorized distributor/dealer program. All BLI authorized dealers/distributors must follow and agree to the terms and conditions of the following MAP policy.

BLI MAP Policy Guidelines

- MAP pricing levels for all BLI products can be found under BLI MAP price list. All advertised prices must be at or above MAP. Resellers are not required to list prices in advertising; however if a price is listed it must be at or above MAP. Resellers are responsible for ensuring their pricing is at or above MAP on Internet search engines.
- BLI's MAP pricing applies to advertising placement including but not limited to: print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, etc.), broadcast (radio & TV), direct mail, faxes, internet placements with third parties (banner ads, broadcast emails, destination pages, third-party sites), internet placements on resellers own website, and any flyers posters or coupons.
- MAP pricing does not apply to in store advertising displayed in a brick and mortar store and not distributed to any customers outside the store.
- MAP does not establish maximum advertising prices. All resellers may offer BLI products at any price in excess of the MAP. MAP does not apply to prices sold or offered for sale in-store, over the phone or customer request for quote via email.

Internet Site Pricing

- Prices for BLI products that are below MAP may NOT appear in any online search tool (i.e.: Google Shopper, PriceGrabber, Nextag, Newegg, etc.) where the reseller website is linked as a source.
- The inclusion in advertising of free or discounted products with a BLI product covered by the MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP.
- Statements such as “Add to Cart to See Price”, “See Price in Cart” or “Click Here to See Our Low Price” are NOT acceptable within the BLI MAP Policy agreement.

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Auction website policy

- “Buy It Now” options must be listed at a price equal to or greater than MAP.
- For auctions, the reserve and/or opening bids must start at MAP without a “Buy It Now” option.
- Best offer auctions are not allowed.

Pricing Policy

- BLI MAP Policy does allow resellers to omit pricing entirely from advertisements and/or add statements such as “Call for Price” or “Call for Quote”. Resellers are at liberty to offer special “deal pricing” on a case by case basis as long as this is not publicly advertised.
- BLI MAP Policy does not in any way limit the ability of any dealer to advertise that “they have the lowest prices” or “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.
- Price matching is acceptable; however they cannot be used as a valid reason for violations of BLI’s MAP Policy. Advertised price must be at MAP or higher.

Free Offers

- Free shipping and/or handling, 0% Sales Tax, or free financing promotions do not violate BLI’s MAP policy.

Additional Notes

- Sales representatives of BLI products will supply a copy of the BLI MAP policy to any new or existing reseller to be filled out, acknowledged and returned to BLI. This form shall be signed and returned to BLI and in doing so, will bind the reseller to abide by the MAP and reseller requirements spelled out in this document.
- From time to time BLI may permit resellers to advertise MAP products at prices lower than the MAP retail price. In such events BLI 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.
- Dealer agrees to hold all trademarks and copyrights of BLI as the property of BLI and advertising materials provided by BLI in an authorized manner only.

Failure to Comply with the MAP Policy

- At the discretion of Baton Labs Inc. (BLI), intentional and/or repeated failure to abide by BLI’s MAP policy can result in the loss of authorization status and your ability to order BLI products at your current reseller price.

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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. You may fax the confirmation to 509-276-8505, scan and email to MAP@prioritystart.com, or fill out the online form at www.prioritystart.com/map.html

Reseller Business Name

Date

Authorized Reseller Officer Signature

Title

IMPORTANT: As of 8-14-2017 no shipments will be made to any wholesaler or distributor not complying with and/or not having completed and returning this form to Baton Labs Inc.