

## MINIMUM ADVERTISED PRICE POLICY

**SCOPE:** Compliance with this CE **Minimum Advertised Price** (hereinafter, **MAP**) policy is mandatory for all CE resellers and sub-tier resellers regardless of where or how they sell CE products. **MAP** policy is very important to CE, it is vigorously enforced and there are no exceptions.

**MAP POLICY:** Compliance with this CE **MAP** policy is mandatory. This **MAP** policy applies to all CE products publicly (see below) advertised and sold by CE resellers and all sub-tier resellers. It applies to advertisements and catalogs, to all platforms, printed material, to all websites, to web site banner ads, to on-hold telephone messages, to radio or television advertising, to broadcast emails, to any other public (see below) advertising means inclusively.

Conformance with this **MAP** policy must be passed on to all CE resellers and sub-tier resellers or wholesalers. A sub-tier reseller is a primary Coyote reseller that sells directly or indirectly to consumers or other resellers. All resellers of Coyote products must abide by this **MAP** policy regardless of their CE product source. CE requires that all wholesale sales include a copy of this **MAP** policy with all shipments.

**PUBLIC VERSUS PRIVATE ADVERTISING/MEDIA:** Compliance with this **MAP** policy is mandatory. CE resellers or wholesalers may sell CE products at any private price they choose as specified in Federal SEC statutes.

CE resellers are not required to include pricing in their public media advertisements; however, if included in public media, that pricing must abide by this **MAP** policy.

Advertising within a CE reseller's brick and mortar store is considered to be private advertising and this CE **MAP** policy does not apply. An "offering" to come in and "see our instore specials" is not considered a violation of this **MAP** policy provided the price for a Coyote product is not specified or pictured in any way in the out-of-store advertising.

However, CE resellers may not publicly advertise CE products below the CE **MAP** price by any means or media. All forms of public media are subject to this CE **MAP** policy. The **MAP** price is listed for each CE product on the CE price list.

When a public advertisement for any CE product features a price or discount, the advertised price or resultant discount price must be at or above the CE **MAP** price in the current CE price list. It is the responsibility of the CE reseller to stay abreast of current CE pricing.

This CE **MAP** policy does not apply to advertised free shipping and like offers associated with a CE product.

**AMAZON, eBay AND SIMILAR PLATFORMS:** Compliance with this **MAP** policy is mandatory. CE **MAP** policy fully applies to all platforms. **MAP** violations on these and similar platforms are not permitted. CE products are not allowed to be offered on bidding or auction platforms. Intermittent, weekend-only **MAP** advertising violations will be enforced. A single day of violation will be interpreted by CE as a **MAP** enforceable violation against that CE reseller or sub-tier reseller.

**MAP VIOLATION TRACKING:** Compliance with this **MAP** policy is mandatory. All CE products are shipped with a destination tracking code on each product shipped designating the CE reseller to whom it was shipped.

**MAP VIOLATION VALIDATION:** Compliance with this **MAP** policy is mandatory. When a CE product **MAP** violation is reported or discovered, CE may anonymously order from the violator. Upon receipt, the product is inspected for the CE reseller source tracking code (above). The **MAP** violating CE reseller to whom it was shipped is notified (see below) regarding the CE validated **MAP** violation.

**MAP VIOLATION, AND NOTIFICATION TO CORRECT AND COMPLY:** Compliance with this **MAP** policy is mandatory. The CE reseller to whom CE shipped the product is notified by email, USPS or both of the **MAP** violation and given fifteen (15) days from the date of notification to correct the violation. Compliance is applicable to the violator and/or its sub-tier wholesalers and resellers. If the **MAP** violation occurs on AMAZON, eBay or similar platforms, those platforms are also notified.

**MAP NON-COMPLIANCE:** Compliance with this **MAP** policy is mandatory. The **MAP** violating CE reseller's existing orders and backorders will not be filled until CE is notified, with proof, of violation correction. CE is not responsible for determining violation correction. Violation correction and CE notification of correction are the total responsibility of the CE reseller. CE will terminate the primary CE reseller if it does not receive notification of **MAP** violation correction.

**CE NOTIFICATION OF MAP VIOLATION CORRECTION:** Compliance with this **MAP** policy is mandatory. The violating CE reseller is responsible to immediately notify CE with proof of **MAP** violation correction in writing by email or USPS of all violation corrections. Telephone calls are unacceptable. CE assumes that the violation correction has not been made until it is notified by the CE reseller with proof of correction. It is not the responsibility of CE to research and monitor **MAP** violation corrections. This is the sole responsibility of the violating CE reseller.

**MAP VIOLATION, NOTIFICATION OF TERMINATION:** Compliance with this **MAP** policy is mandatory. If the **MAP** violator does not correct the **MAP** violation within fifteen (15) days from the date of notification to correct the violation, CE will unilaterally terminate and no longer sell to the violator or its sub-tier resellers. The violator will be removed from the Coyote site Dealer Locator page. All remaining open purchase orders and back orders will be canceled, and no further shipments made to the **MAP** violator. The **MAP** violator and sub-tier resellers will never again be considered for CE reseller status.

CE immediately notifies second-time MAP violators of cancellation by any means of its choice, telephone, email, USPS or in person. There are no second, MAP violation chances.

MinimumAdvertisedPriceRev1, 06-01-2023