

**SUPERFEET WORLDWIDE LLC  
UNITED STATES OF AMERICA  
MINIMUM ADVERTISED PRICE POLICY  
Effective Date: January 1, 2022**

**1. Purpose**

There are certain advertising practices that undermine the reputation, brand, goodwill, and premium image of Superfeet Worldwide LLC (“Superfeet”) products with our target consumer retail population and discourage our sellers from investing in our products and providing the best possible service and support to customers. To protect the integrity of our brand, we are implementing this unilateral United States of America Minimum Advertised Price Policy (“Policy”), which applies to all authorized sellers (“Sellers”) of our products selling to end user consumers in the United States. This Policy is effective January 1, 2022 and supersedes all of our prior policies or representations regarding minimum advertised prices or minimum resale prices for the Covered Products (as defined below) applicable to Sellers.

**2. Covered Products**

This Policy applies to advertisements of our products listed on the Superfeet MAP Schedule (“Covered Products”), the current version of which is available at <https://mappolicy.superfeet.net/>. The MAP Schedule will be made available to all Sellers and may be changed by us at any time in our discretion. Sellers are responsible for reviewing the current MAP Schedule, but we will work to promptly notify Sellers when updates are made to it.

**3. The Minimum Advertised Price**

The “minimum advertised price” (“MAP”) is the lowest price at which the Covered Product may be advertised. We are solely responsible for (1) establishing the MAP for each Covered Product and (2) communicating the Policy to all Sellers (including via directing any distributors to pass down the Policy to their resellers). **While Sellers remain free to advertise and sell all of our products (including the Covered Products) at any price, it is a violation of this Policy for a Seller to advertise any Covered Product at a price lower than the MAP.**

**4. Advertising and Advertisements**

For purposes of this Policy, the terms “advertising” and “advertisement” include all promotional or pricing information of Covered Products displayed in any type of media, including, but not limited to:

- |                   |  |                                   |  |
|-------------------|--|-----------------------------------|--|
| • newspapers      | • websites   | • mobile/smart phone applications | • sponsored links  |
| • catalogs        | • blogs  | • banner ads                      | • ads in any other media in a digital format that is conveyed via the Internet |
| • magazines       | • social media   | • online product ads              |  |
| • flyers          | • affiliate marketing networks/comparison shopping engines                       | • paid search ads                 |  |
| • brochures       | • seller-initiated text messages or emails to customers or prospective customers | • pay-per-click ads               |  |
| • television      |  | • display ads                     |  |
| • radio ads       |  | • mobile ads                      |  |
| • billboards      |  | • product listing ads             |  |
| • outdoor signage |  |                                   |  |

The terms “advertise” and “advertisement” do not include:

- Signage displayed within a brick-and-mortar selling location; and
- Pricing information displayed at the Final Online Checkout Stage (which is when the Covered Product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information of a transaction). Please note that pricing information in the

“shopping cart” or the Final Online Checkout Stage must be obscured technically so that it is not retrievable by shopping and pricing engines and not displayed on search page results within the Seller’s own website.

## **5. Policy Violations**

Advertisements that violate this Policy include, but are not limited to:

- A. Offering coupons, discounts, rebates, or other inducements that, when applied, result in an advertised price lower than the MAP, including through use of a storewide sale, a department-wide sale, category-wide sale, website-wide sale, promotional code, or other similar provision that can be applied to the Covered Products;
- B. Bundling Covered Products with other products or services (whether made by or provided by Superfeet or another entity) in a manner that implies below-MAP pricing for the bundled Covered Product(s);
- C. Creating multipacks using Covered Products in a manner that implies below-MAP pricing for the individual Covered Product used in the multipack;
- D. Strikeouts or strikethroughs of advertised pricing information, “see price in cart,” or other statements that suggest a lower price for a Covered Product may be found at the Final Online Checkout Stage;
- E. Permitting any third-party to alter the advertised price for any Covered Product; and
- F. Direct or indirect attempts to circumvent this Policy.

It is not a violation to advertise the following, notwithstanding the prior prohibitions in Section 5:

- G. Customer-Initiated Solicitations for Price: That a customer may “call for price,” “text for price,” or “email for price,” as long as no price is listed and no automated call, text message, or “bounce-back” email is used in response; and
- H. Free/Reduced Price Shipping: A free or reduced-price shipping advertisement as long as such offer applies to all or almost all other products offered by the Seller in the same product category.
- I. Store-Wide/Site-Wide Promotions: Coupons or promotions which result in a Covered Product being advertised at a price lower than the MAP, provided the coupon or promotion (1) applies to all products offered by Seller or all products offered by Seller in the same category as the Covered Products; and (2) does not specifically refer to Superfeet, its brand, or the Covered Products;
- J. Subscriptions: “Subscribe and Save,” “Auto-ship and Save,” “Repeat Delivery,” or other subscription or auto-replenishment loyalty discount programs which result in a Covered Product being advertised at a price lower than the MAP, provided that such programs do not advertise a discount of more than ten percent (10%) below the Covered Product’s MAP;
- K. Quantity Discounts: Advertisements of discounts triggered by reaching certain quantity levels of products (including at least one Covered Product) for a single proposed purchase, provided such multi-item discount, when pro-rated among the products included in the purchase, does not result in an advertised price for the Covered Product(s) more than ten percent (10%) below the Covered Product’s MAP;
- L. First-Time Purchase Promotion: A coupon or coupon code that can be applied only to the first time purchase of a Covered Product;
- M. Non-Instantaneous Loyalty Rebate: Consumer loyalty programs that reward purchasers with a rebate, so long as the rebate does not occur during the sale process, such as an instant rebate;

- N. Loyalty Points: The accrual and application of “points” or other things of value (“Loyalty Points”) in connection with the purchase of a Covered Product, provided that (1) Loyalty Points may be accrued and applied to all or almost all of the products offered by a Seller; and (2) the rate of accruing Loyalty Points for Covered Products is no more than the rate applicable to all or almost all other brands of products offered by the Seller;
- O. Non-Covered Product Gift with Purchase: A gifted product with purchase of a Covered Product, provided that the gifted product is not a Covered Product and such programs do not advertise the price of the Covered Product as below the MAP; and
- P. Gift Card with Purchase: A gift card with purchase of a Covered Product, provided that the gift card (1) applies to all products offered by a Seller or all products offered by a Seller in the same category as the Covered Product; and (2) does not specifically refer to Superfeet, its brand, or the Covered Products in the advertisement.

#### **6. This Policy Is Not an Agreement and Is Non-Negotiable**

**This Policy is not an agreement between Superfeet and any other entity.** We do not seek and will not accept any promise of compliance with this Policy from any Seller or other party, and each Seller must independently choose whether to comply with this Policy. **This Policy is not negotiable and will not be altered for any individual Seller.**

#### **7. MAP Holidays**

We may announce MAP holidays or promotions that are applicable to all Sellers, during which periods a Seller that advertises a Covered Product in compliance with the terms of the MAP holiday will not be considered to have violated this Policy.

#### **8. Noncompliance**

We will take the following actions against any Seller that does not comply with this Policy:

**First Violation:** Written warning.

**Second Violation:** Written warning and a 90 day shipping hold. This means that we will revoke our acceptance of any pending orders, cancel any pending shipments to you, and not accept any new orders from you during this 90 day period.

**Third Violation:** Termination of business relationship and revocation of “authorized” status. We will revoke our acceptance of any pending orders and cancel any pending shipments to you. You will no longer be an “authorized” Seller of our products.

We will enforce this Policy in our sole discretion and without notice. Sellers have no right to enforce this Policy.

#### **9. Policy Administration**

We may update, revise, suspend, or otherwise modify this Policy at any time in our discretion, and any modifications will be made available to all Sellers.

Please note that our employees or agents cannot modify, interpret, or grant any exceptions to this Policy; cannot solicit or obtain the agreement of any person or entity to comply with this Policy; and cannot otherwise discuss any aspect of this Policy with any Seller, including any Seller’s compliance with the terms.

Any questions about this Policy should be sent in writing to our MAP Policy Administrator at [mapenforcement@superfeet.com](mailto:mapenforcement@superfeet.com). We will not accept any other form of communication from Sellers regarding this Policy.