

Good Life Gear - Minimum Advertised Pricing (MAP) Policy

CONFIDENTIAL

Good Life Gear, a subsidiary of M. K. Distributors, Inc., hereby implements this Minimum Advertised Price Policy (“MAP Policy”) for its products and accessories. This policy shall apply to distributors and retailers, including catalogs and internet retailers, (collectively, “Resellers”) who resell Good Life Gear products to end customers located in the United States and Canada, and in other countries except where such policies are prohibited by law.

Why Have a MAP Policy?

This MAP Policy is being implemented in order to preserve Good Life Gear’s reputation for providing customers with a premium, high value product with strong customer support. Good Life Gear greatly values the efforts of all Resellers who distribute its products and accessories. In order to preserve our reputation and foster price stability, it is our policy that any sales and/or marketing of Good Life Gear products and accessories must not be below the MAP price, which is equal to 10% off the MSRP.

Who Does the MAP Policy Affect?

This MAP Policy shall be applicable to all Resellers. Good Life Gear reserves the right to change, modify or discontinue this policy at any time at our sole discretion. Good Life Gear also reserves the right to take any other action we deem necessary to prevent the use of any Good Life Gear proprietary rights in the sale, marketing or advertisement of unlicensed, infringing or counterfeit merchandise. MAP pricing is established by Good Life Gear for its products and may be adjusted by Good Life Gear at its sole discretion at any time with notice to all applicable Resellers.

How Does the MAP Policy Work?

The MAP Policy shall work under the following guidelines:

1. The MAP Policy shall apply to all Good Life Gear products and accessories listed on our product order form. These products and accessories include but are not limited to our Pet Water Bottle and Dog Bowl.
2. The MAP Policy applies to all marketing and advertisement of selected Good Life Gear products and accessories in any and all media, including, without limitation, packaging, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media including websites, email newsletters, email solicitations, television, radio, and public signage. The MAP policy is not applicable to any in-store advertising that is displayed only in the store. In-store displays, point-of-sale signs, hangtags or bar codes or similar marks on products or product packaging, which merely state the price, are not considered “advertising” for purposes of this MAP Policy. In that regard, this MAP Policy does not apply to the actual sales price on any “check-out page” of any Reseller’s website or related internet site (typically the page at which the end user finally purchases the product). This MAP Policy does apply to any other page(s) on the Reseller’s website.
3. If pricing is displayed, any strike-through or other alteration of the Minimum Advertised Price is prohibited. Good Life Gear reserves the right to take any action it deems necessary to cause any

Good Life Gear - Minimum Advertised Pricing (MAP) Policy

CONFIDENTIAL

ecommerce or other auction websites to remove any Good Life Gear pricing or intellectual property displayed without authorization.

4. The MAP Policy applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the Resellers retail location or over the telephone. Resellers remain free to sell the selected MAP products at any prices they elect.

5. The MAP Policy does not establish maximum advertised prices. All Resellers may offer Good Life Gear products and accessories at any price in excess of the MAP established for such products.

6. Good Life Gear does not allow our copyrights, trademarks, trade dress, text, or other intellectual property to be used without Good Life Gear's authorization. Sellers of our products also may not misrepresent any warranty information, nor make any false statements regarding any affiliation with, or endorsement by Good Life Gear.

7. The 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 competitor's 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.

8. From time to time, Good Life Gear may instigate promotions for products covered by the MAP Policy because the products are being discontinued or because they are just being released. In such events, Good Life Gear reserves the right to modify or suspend the MAP with respect to the affected products by notifying all Resellers of such a change. Good Life Gear further reserves the right to adjust the MAP with respect to all or certain products at its sole discretion upon 7 days advance written notice to Resellers provided that such changes shall apply equally to all Resellers.

9. In cases of violation of this MAP Policy: a) First Offense: Reseller will be sent written notice by email and allowed twenty-four (24) hours to bring advertising into compliance, otherwise Second Offense rule will go into effect; b) Second Offense: Reseller will be sent written notice by email and 30 days ordering suspension will go into effect starting the day the written notice is sent from Good Life Gear, otherwise Third Offense rule will go into effect; c) Third Offense: Good Life Gear will terminate all orders from Good Life Gear to the Reseller immediately, resulting in a termination of the Reseller's account with Good Life Gear. At termination, the Reseller shall be advised that since Good Life Gear products are patented, any sales by a Reseller whose account has been terminated may result in patent infringement. Good Life Gear will not provide prior notice or issue warning before taking action under this rule. Good Life Gear products and accessories distributors will also be notified that Reseller is to be excluded from ordering any Good Life Gear products and accessories.

10. Distributors of Good Life Gear products and accessories will supply a copy of this MINIMUM ADVERTISED PRICE POLICY to any new or existing retail Reseller. It is the Reseller's responsibility to comply with these requirements, and to provide its employees and agents with any training and instruction necessary to comply with these important responsibilities. Good Life Gear reserves the right to take any action it deems necessary to address a failure to comply with these requirements, including

Good Life Gear - Minimum Advertised Pricing (MAP) Policy

CONFIDENTIAL

seeking to prevent the advertisement or sale of its products and accessories on an online auction or website.

11. GOOD LIFE GEAR RESERVES THE RIGHT, AT ITS SOLE AND ABSOLUTE DISCRETION, TO TERMINATE THE SUPPLY OF ALL PRODUCTS AND ACCESSORIES AND TO TERMINATE PARTICIPATION IN ANY GOOD LIFE GEAR PROMOTIONAL PROGRAMS. IF A GOOD LIFE GEAR BRAND IS MISREPRESENTED OR REPRODUCED IN A MANNER INFRINGING UPON THE PRODUCT PATENTS, GOOD LIFE GEAR HAS THE LEGAL RIGHT TO REQUIRE THE RESELLER TO REMOVE ALL PRODUCT RELATED MATERIALS FROM THEIR WEBSITE AND ADVERTISING MATERIALS.

12. This MAP Policy is solely Good Life Gear's decision and responsibility. No employee nor sales representative of Good Life Gear has any authority to modify this policy. Any questions about this policy should be in writing and directed to Lindsey Warren at Good Life Gear, 2440 Sandy Plains Road. Bldg 26, Marietta, GA 30066 or shopgoodlifegear@gmail.com. Good Life Gear will respond only in writing. No oral communications about this policy shall be binding on Good Life Gear. The foregoing MAP Policy and any MAP Product Listing are subject to modification or discontinuance by Good Life Gear, in its sole and absolute discretion, at any time. Any action taken by Good Life Gear under this policy shall be without liability to Good Life Gear.

NAME

Date