



## RESELLER PRICING AGREEMENT

This Reseller Pricing Agreement ("Agreement") is entered into between FSAAP, Inc. ("FSAAP") and the undersigned ("Reseller") on the date set forth below.

This Agreement sets forth FSAAP's Minimum Advertised Pricing ("MAP") policy. As set forth below, a MAP is applied on all FSAAP products sold by Reseller. FSAAP's MAP policy is intended for consumers to purchase from other resellers based on loyalty and customer care expectations. As a reseller of FSAAP products, Reseller agrees to abide by the following requirements and restrictions.

The terms and conditions of the MAP policy are as follows:

- 1) The MAP for any FSAAP product, in stock, out of stock, or backordered; shall not be less than the price shown for each specific product as published on the FSAAP tiered pricing sheet, and its assigned shipped prices. Price sheets are regularly updated on the FSAAP website and/or available via email. MAP pricing is established solely by FSAAP and may be adjusted by FSAAP at its sole discretion.
- 2) Any resellers selling FSAAP products to other authorized resellers shall honor the recipients assigned tiered pricing, set forth by FSAAP for Dealers /Dropshippers, Master Dealers, and Distributors.
- 3) The MAP policy applies to all advertisements of FSAAP products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet, email, digital message, streaming video, or similar electronic media, television, radio, and public signage. Whether in stock or out of stock.
- 4) This MAP policy is not applicable to OEM and export sales specifically approved by FSAAP. Where "OEM" refers to original equipment manufacturers and their specific tiered listing, as assigned by FSAAP.
- 5) The inclusion in advertising of free, discounted, altered or repackaged products (whether made by FSAAP or another manufacturer) with a product covered by this 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. Any such inclusions/specials must be approved by FSAAP prior to listing.
- 6) MAP does not establish maximum advertised prices. Reseller may offer FSAAP products at any price in excess of the MAP.
- 7) This MAP policy does not in any way limit the ability of Reseller to advertise that "they have the lowest prices" or, they "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.
- 8) Reseller agrees to hold all trademarks and copyrights of FSAAP as the property of FSAAP and use advertising materials provided by FSAAP in an authorized manner only.
- 9) If Reseller is in violation of this MAP policy, it will be required to revise the pricing immediately upon notification from FSAAP said notification may be provided to Reseller via e-mail, phone, or website message.
- 10) Repeated violations of this MAP policy will result first in downgrading pricing to basic dealer/dropship pricing. Reseller agrees if it refuses to correct the listed pricing after requested by FSAAP, FSAAP may, at its option, back charge the invoice/receipt regarding the product(s) below MAP and issue a second invoice to Reseller for the difference between the price of the original invoice and the basic Dealer / Dropshipper price on the new invoice. Intentionally breaking the policy will result in termination of Reseller's account. It is FSAAP's sole discretion whether or not to provide prior notice or issue warnings before taking any action under this policy.
- 11) E-Bay and Other Auction Web Sites Policy:
  - a. "Buy it Now" options must be listed at a price equal to MAP or greater.
  - b. For auctions the reserve and/or opening bids must start at MAP without a "Buy it Now" option.
  - c. Best Offer Auctions Are Not Allowed
- 12) Negotiated Contracts: From time to time it may be explicitly approved by FSAAP in writing to sell certain FSAAP products at below MAP pricing. The discount amount and length of time will be determined at the time of this approved promotion by FSAAP, Inc.
- 13) FSAAP may conduct a sale from time to time on its products and in such case the MAP will be the advertised sale price on those particular items and on those particular dates. FSAAP will provide Reseller advance notice with details of the sale.

Any dispute or controversy arising out of this Agreement shall be settled by through Arbitration or Legal Action to be held in Sebastian County, state of Arkansas, in accordance with the rules then in effect of the American Arbitration Association and laws of the State of Arkansas. The court may grant injunctions or other relief in such dispute or controversy. The decision of the court shall be final, conclusive and binding on those involved. Reseller agrees that the circuit courts of Sebastian County, Arkansas, Fort Smith District, shall have exclusive jurisdiction and venue over any legal action filed concerning this Agreement. This Agreement is intended to bind and inure to the benefit of and be enforceable by the Parties, and their respective successors, assigns, heirs, executors and administrators; provided, that neither party may assign any duties or her rights hereunder without the written consent of the other party.

This Agreement shall be governed by the laws of the state of Arkansas, without regard to its conflicts of law provisions.

This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties, with the full intent of releasing all claims. The Parties acknowledge that: they have read this Agreement; they have been represented, or, in the alternative, have had the opportunity to obtain representation, in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice; they understand the terms and consequences of this Agreement and of the releases it contains; and they are fully aware of the legal and binding effect of this Agreement.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail or other electronic medium shall have the same force and effect as an original signature.

## MAP Agreement Confirmation

This MAP policy has been established by FSAAP. By signing and listing the name and information of your company and authorized official below, this form confirms your understanding of this policy and your willingness to abide by its terms and conditions.

Company name: \_\_\_\_\_

Website URL: \_\_\_\_\_

Principal/Owner name printed: \_\_\_\_\_

Principal's Title: \_\_\_\_\_

Principal/Owner Signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

If in agreement with this policy then please fill out the requested information and sign it. You may upload this agreement via the online upload link in the FSAAP website reseller application. Or Fax with your full application to: 914-227-9955.