



EXHIBIT C

PSI PRODUCTS MINIMUM ADVERTISED PRICE POLICY ("MAP Policy")

Capitalized terms will have the meaning set forth in Exhibit A to the Agreement, unless otherwise defined in this Exhibit C or as otherwise modified pursuant to the provisions of Section 1.21 of Exhibit A.

Company agrees to comply with the following MAP Policy requirements and restrictions for all online sales of Products by or through Company, Company's website(s), or other product retailers to which Company may distribute, including but not limited to, mass market retailers, related online venues, related catalogs, and any other third-party websites (e.g., amazon.com and e-Bay) as may be mutually agreed to by the Parties (collectively, and solely for purposes of this Exhibit C, Company and any of its Third Party vendors or providers are referred to as "Company"):

- a) The MAP for Products sold by PSI to Company and sold online by Company will not be less than the MAP price for each Product to be provided separately, in writing, to Company by PSI. MAP pricing is established by PSI and may be adjusted by PSI at its sole discretion provided that PSI provides a minimum of sixty (60) days prior written notice before the new MAP pricing is effective.
- b) Unless otherwise provided, this MAP Policy applies to all advertisements respecting online sales of Products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media, television, radio, and public signage.
- c) PSI specifically limits each Third Party site to only one storefront where the PSI Products are sold (whether Amazon or any other Third Party site). Company will be responsible to ensure that any storefront names used to sell PSI Products, whether by Company or Company's customers, are submitted to PSI in a timely manner. In addition, Amazon resellers must also provide the "**Seller ID**" associated with the storefront. In the event, an Amazon reseller closes a storefront and opens a new or different storefront, the Amazon reseller must provide PSI with the new or different storefront name and Seller ID.
- d) This MAP Policy is not applicable to: (i) any in-store advertising that is displayed only in the store and not distributed to any customer(s) outside of the store; or (ii) any e-mail newsletters sent to or by Company to its customers.
- e) Company may, in Company's sole discretion, provide a reasonable number of promotional or free Products to its customers to generate interest in the Products.
- f) If pricing is displayed in other than a brick and mortar retail store, any strike-through or other alteration of the MAP is prohibited, unless otherwise authorized by PSI in writing.
- g) The MAP 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 customer within the dealer's retail location or over the telephone. Company remains free to sell these Products at any price they choose.

- h) MAP does not establish maximum advertised prices. Company and its dealers and sales representatives may offer Products at any price in excess of the MAP.
- i) This 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 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.
- j) This MAP Policy does not apply to the price that is displayed on the website when a Product is added to a “cart” as long as the shopping cart technology does not allow a below MAP price to be displayed as a search engine result or otherwise revealed to the general public.
- k) Intentional or repeated failure to abide by this MAP Policy may result in termination of the Agreement by PSI.
- l) Special restrictions for e-Bay and other auction websites:
 - “Buy it Now” options must be listed at a price equal to MAP or greater.
 - For auctions, the reserve and/or opening bids must start at MAP without a “Buy it Now” option.
 - Best Offer Auctions Are Not Allowed
- m) Negotiated Contracts: From time to time, with PSI’s express written approval, which approval may not be unreasonably withheld or delayed, Company may sell certain Products at below MAP pricing. The discount amount and length of time will be determined at the time of the approved promotion by PSI, in PSI’s sole discretion.
- n) PSI may run a sale from time to time and in such case the MAP will be the same as the sale price on those particular items and on those particular dates. PSI will send out a notice to Company in advance with details of the special.
- o) Company will ensure that a copy of this MAP Policy, or an edited version with substantially the same terms and conditions, will be provided to, and agreed upon, by each Company customer, online retailer, or sub-distributor.

For purposes of clarity, the provisions of this MAP Policy do not apply to any sales through brick-and-mortar retail stores and only applies to sales made through online venues.

A copy of this MAP Policy can also be found at <https://advocatemeters.com/wholesale-policies>.

Seen and Agreed: _____, 20_____.

COMPANY

By: _____

If applicable:

Printed Name: _____

Amazon Seller ID: _____

Title: _____