Hydrojug's Minimum Advertised Price Policy

Hydrojug Inc. ("Hydrojug") has unilaterally adopted a Minimum Advertised Price Policy ("MAP"), which is applicable to all Hydrojug resellers. MAP is intended to protect the Hydrojug brand as a premium offering, preserve the opportunity for competitive reseller margins and avoid channel conflict between Authorized Partners.

Although Authorized Partners remain free to establish their own advertised and resale prices, Hydrojug will, without assuming any liability, impose sanctions as described herein against Authorized Partners who advertise Hydrojug products at prices below MAP. MAP pricing guidelines are consistent with the current Price List in existence between Hydrojug and the Authorized Partners, found at [LOCATION?]. These pricing guidelines may change from time to time. Hydrojug will not discuss any conditions of acceptance related to the MAPP guidelines, as they are non-negotiable and will not be altered for any Authorized Partner.

This policy is applicable to all advertised prices made by Authorized Partners advertising Hydrojug branded products. Value-add promotions on Hydrojug products can be advertised without violating MAP as long as the Hydrojug product is advertised at or above MAP guidelines. Authorized Partners may not use shipping and handling incentives to circumvent MAP. Product promotions with a price below MAP guidelines shall not violate this policy if they are advertised in conjunction with Hydrojug approved promotional activities. Also, for reference, Hydrojug does not allow any retailer, including Authorized Partners, to sell products on third party online platforms such as, for example, Amazon.com and Walmart.com. See Hydrojug Reseller Agreeement.

In the event an Authorized Partner chooses not to follow MAP, sanctions will be imposed by Hydrojug in the following manner:

1. First Notification: Hydrojug will send the Authorized Partner a communication noting the MAP violation and will be allowed three (3) business days to fix the infraction without further sanction.
2. Second Notification: In the event the Authorized Partner does not cure the infraction within three (3) business days, Hydrojug will send the Authorized Partner a communication noting the continued MAP violation and will either terminate the distributor or reseller relationship or provide final warning and/or conditions.

Hydrojug reserves the right at any time to modify, suspend, or discontinue the MAP in whole or in part. Subject to the gravity and nature of the infraction, Hydrojug, at its discretion, may accelerate the sanction level. All matters of interpretation and application of the terms of the MAP shall remain within the sole discretion of Hydrojug.

FOR AUTHORIZED PARTNER:

I have read and I understand Hydrojug's Minimum Advertised Price Policy (MAP).

Signed:_____

Print:_____

Title:_____

Date:_____