



Kink™ by Doc Johnson® Minimum Advertised Pricing Policy (MAP Policy)

Kink™ by Doc Johnson® is an exciting collaboration with Kink.com to create a collection of high-quality and authentic fetish items suitable for long-term practitioners and new initiates alike.

The Kink™ by Doc Johnson® Program represents the finest specialty and high service retailers in their class of trade and it offers those retailers a select group of Kink™ by Doc Johnson® branded premium products that are sold exclusively through distributors and retailers. The Kink™ by Doc Johnson® Program includes distributors and retailers who are authorized directly by Doc Johnson® and they agree to abide by the Kink™ by Doc Johnson® Merchandising Codes of Conduct and adhere to the Kink™ by Doc Johnson® Minimum Advertising Pricing Policies.

Doc Johnson® actively supports the advertising and promotion of its products by its domestic dealers and distributors. Doc Johnson®, however, has determined that it shall not support, any advertisements or promotional materials, that have the effect of diminishing or detracting from the perceived value of the Kink™ by Doc Johnson® products. However, those retailers, resellers and who advertise, offer, or sell any Products via the Internet or at a physical brick and mortar locations at a net retail sales price that is at least equal to the minimum advertised price (the MAP) established and announced by Doc Johnson® from time to time shall be entitled to publicly state in any advertising and on any website that they are a “The Kink™ by Doc Johnson® Retailer.” Additionally, any of the Kink™ by Doc Johnson® retailer shall be entitled to certain benefits that may be announced by Doc Johnson® from time to time which may include, without limitation, any or all of the following:

- A listing on the Doc Johnson® website of the retailer’s in the “Retail Finder” section of the DocJohnson.com website
 - <https://www.docjohnson.com/retail-finder>
- Camera ready artwork or images, provided by Doc Johnson® in an electronic format, for use on the seller’s website
 - <http://b2bdocjohnson.com/productimages.shtml>

The Kink™ by Doc Johnson® MAP policy shall operate under the following guidelines:

1. MAP pricing may be adjusted by Doc Johnson® at its sole discretion upon written notice to the retailers, resellers and distributors.
2. Under this policy any website or commercial marketplace (i.e. eBay, Amazon.com, Overstock.com, JET.com) on which Products are advertised for sale must be owned(first-party) or directly controlled by the Kink™ by the Doc Johnson® authorized retailer, reseller or Distributor. Any arrangement whereby a non-authorized third-party will conduct the Internet/marketplace sales for a retailer (fulfilled by), or distributor are prohibited without the prior written consent of Doc Johnson®, and which shall be granted or denied at the sole discretion of Doc Johnson®.
3. Under this policy any website on which Products are advertised for sale must be owned or directly controlled by the authorized retailer, reseller or distributor. A retailer, reseller or distributor may not advertise on the Internet by purchasing space on any other web page such as a search engine, auction or third party sites (i.e. eBay, Amazon.com, Sears.com, Overstock.com, JET.com, ETC.) and any arrangement whereby a third-party will conduct the Internet sales for a retailer (fulfilled by), reseller or distributor are prohibited without the prior written consent of Doc Johnson®, which shall be granted or denied at the sole discretion of Doc Johnson®.
4. All advertisements that drive consumers to non-owned(third party) websites are strictly prohibited including without limitation flyers, coupons, mailers/emails, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet, any use of hypertext transfer protocol or internal links to a web based shopping cart and any other electronic media, television, radio and public signage. **The MAP policy does not apply to any in-store or owned(first-party) website advertising by an authorized retailer, reseller or distributor.**
 - a. All advertisements of Products must include the Kink™ by Doc Johnson® trademarked imagery, written and visual content with exact name, model number and UPC of the Product and a price at or above the MAP.
5. The inclusion in advertising of free or discounted products/services, “bundling”, whether made by Doc Johnson® or any other 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 (e.g. free shipping).

- a. Products may only be advertised as standalone products and may not include any discount codes or rebates except for Doc Johnson® authorized promotions (i.e., manufacturer's rebates)
6. MAP applies only to advertised prices and does not apply to the price at which the Kink™ by Doc Johnson® product is actually sold or offered for sale to an individual consumer within the seller's retail location or retailer owned (first-party) website. Retail location is defined as 'the physical place where end-users can physically buy and take immediate delivery of the Kink™ by Doc Johnson products. Electronic mail sent in direct response to a customer inquiry is also not considered to be advertising. Such Doc Johnson® Retailers remain free to sell the Kink™ by Doc Johnson® products at any prices they elect.
7. Kink™ by Doc Johnson products, including manufacturer close-outs (i.e., discounted styles, opportunity buys) and those with factory defects (i.e., blemishes, factory seconds), may NOT be offered for sale by a retailer, reseller or distributor on any internet auction or third-party site including, but not limited to, eBay, Amazon.com, Overstock.com, JET.com unless approved in writing by Doc Johnson®.
8. A retailer, reseller or distributor's website may not give to any users the impression or any reason to believe that they have reached the Doc Johnson® official website. A retailer, reseller or distributor's website must state clearly and conspicuously that it is owned and operated by an independent entity. A retailer, reseller or distributor's website must accurately display any applicable trademarks owned by Doc Johnson®. Retailers, resellers and distributors are responsible to make all changes to reflect the latest use of the Kink™ by Doc Johnson® names, logos, and trademarks. Retailers, resellers and distributors are encouraged to follow all Internet etiquette and applicable regulations and to be good "net" citizens. Framing of any part of the Doc Johnson® or Kink.com website is strictly prohibited and a retailer, reseller or distributor's website must present a look and feel distinctly unique from that of DocJohnson.com and Kink.com website(s)
9. A retailer, reseller or distributor's website may not use Doc Johnson® or Kink.com name(s), trademarks, logo(s), or product name(s), in the retailer, reseller or distributor's URL address or domain name or any manner that otherwise does not comply with this Policy and any other applicable policies of Doc Johnson®.
10. Doc Johnson® reserves the right to discontinue models or engage in promotions with respect to certain product models. In such events, Doc Johnson® may at its discretion, modify or suspend the MAP with respect

to the affected products by notifying all dealers and distributors of such a change. MAP does not establish maximum advertised prices. All dealers may offer the specified products at any price in excess of the MAP established.

- 11.** Intentional and/or repeated failure to abide by this policy will result in termination of dealership. Doc Johnson® does not intend to do business with dealers who degrade the integrity of Doc Johnson® or the Kink™ by Doc Johnson® products. Doc Johnson® will not provide prior notice or issue warnings before taking such action.
 - a. First Violation: Doc Johnson® or its Distributor will issue a warning to the retailer or reseller, and Doc Johnson® or its Distributor may, at its own discretion and without any liability under any existing contracts or agreements, cease supplying the retailer or reseller with Products. MAP violations must be corrected within 24 hours. Upon correction and following 90 days of compliance, violation will then be cleared.
 - b. Second Violation: Doc Johnson® or its Distributor will issue a warning to the retailer or reseller, and Doc Johnson® or its Distributor may, at its own discretion and without any liability under any existing contracts or agreements, cease supplying the retailer or reseller with Products for a period not less than ninety (90) days. MAP violations must be corrected within 24 hours of notice of violation to be considered for reinstatement at the end of the 90-day suspension period.
 - c. Third Violation: Doc Johnson® or its Distributor may, at its own discretion and without liability under any existing contracts or agreements, initiate the process to terminate indefinitely the retailer or reseller authorization to sell Products.

This MAP policy is designed to ensure dealers have the incentive to invest resources with respect to all The Kink™ by Doc Johnson® products which are unique and innovative.

I hereby agree that I have read the Kink™ by Doc Johnson® Minimum Advertising Pricing Policy and agree to abide by all requirements outlined in said agreement:

Company Name: _____

Company Website: _____

Digital Marketplace Third-Party reseller name(s) and shown to the end consumer:

Amazon: _____

EBay: _____

Sears.com: _____

Jet.com: _____

OTHER: _____

Authorized Signers Name: _____

Title: _____

Date: _____

Signature: _____

Attached you will find the “Kink™ by Doc Johnson®” pricelist

