

## **Strider Minimum Advertised Price Policy (MAP Policy)**

As the leading producer and innovator in the field of balance bikes and associated accessories, Strider Sports International, Inc. (SSI) is very proud of its role in introducing the balance bike to riders of all ages and abilities around the world. SSI also values its reputation for building high-quality, innovative products.

SSI recognizes that our quality Authorized Dealers invest a lot of time and resources into educating the public about Strider products, training knowledgeable staff, and providing support services. SSI is committed to supporting these efforts of our Authorized Dealers and maintaining the reputation of SSI products for quality and innovation.

To maintain the high level of customer confidence in the quality of Strider products and the Strider brand, and to protect the investment of our quality Authorized Dealers, SSI has unilaterally adopted a Strider Minimum Advertised Price Policy. The MAP Policy was chiefly adopted because reseller advertising and sales practices which promote Strider products primarily on the basis of price would be detrimental to quality Authorized Dealers' educational, training, and support efforts and to SSI's competitive position. Such activities can be harmful to SSI's brand, reputation, and competitiveness; and allow some resellers to take advantage of the educational, training, and support efforts of others. SSI believes that such practices are unfair and discourages such efforts.

SSI, in its unilateral discretion, will not do business with any reseller that intentionally advertises any MAP Product below its MAP price where lawful. SSI believes that enforcement of the MAP Policy will make Strider products more competitive and benefit all of its Authorized Dealers.

### **MAP HOLIDAY:**

Strider Bikes have a MAP Price as shown above and a MAP Policy (where legally enforceable) as follows:

- Authorized Dealers, when selling ONLINE, must advertise at or above MAP Price, except for:
  - The month of May (bike month).
  - The Sunday before, through the second Sunday after, the U.S. Thanksgiving holiday.
- Authorized Dealers, when selling IN-STORE ONLY, may occasionally advertise below the MAP Price for special events or sales but must specifically mention that this is an "In-Store Only" price special.

## **POLICY:**

SSI recognizes that any Authorized Dealer can make its own independent decisions to advertise and sell any Strider product at any price it chooses without consulting or advising SSI. However, SSI similarly has the right to make its own independent decisions regarding product allocations and participation of a reseller as an Authorized Dealer.

SSI reserves the right, in its unilateral discretion, to take any action with respect to any reseller that violates this MAP Policy. This includes without limitation the right not to sell Strider products to any reseller that violates this MAP Policy. Any reseller determined by SSI to have violated this MAP Policy agrees to cease using SSI intellectual property on any online or physical store or in any advertisement.

SSI, at its sole discretion, may hire a third party to monitor or enforce the MAP Policy.

SSI shall maintain an updated Strider Price List of all Strider products that will fall under this MAP Policy. SSI reserves the right to update or modify this list at any time.

All products listed will have a MAP price. Listing a price which is lower than the MAP price next to the featured MAP product in any advertising will be viewed as a violation of this MAP Policy. This MAP Policy applies to all advertisement of Strider products in any and all media. Many websites include features such as “Click for Price,” automated “bounce – back” pricing e-mails, preformatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer’s shopping cart, or other similar features which are all considered “advertising” under this MAP Policy. This MAP Policy also applies to any activity which SSI, in its sole discretion, determines to be designed or intended to circumvent the intent of this MAP Policy including solicitations for “group purchase” and the like.

Where Strider products are bundled with or sold as part of a package that includes other products, it shall be a violation of the MAP Policy to sell or advertise the bundle at a price that: (a) is lower than the total MAP of Strider products in the bundle or (b) violates the letter or spirit of the MAP Policy. It shall also be a violation of the MAP Policy if products are bundled with or sold as part of a package that includes products not pre-approved by SSI. Pre-approved products have been approved by SSI to ensure the product is up to SSI standards.

It shall be a violation of this MAP Policy to include in any advertising for Strider products any additional discount, coupon, gift card, or other incentive that translates into an immediate price reduction, where the cumulative effect would be to reduce the advertised price of any Strider product below MAP. Any such advertising will also be considered in light of the requirements of Section 6 above. For example, a gift card redeemable on a future purchase

would be considered an “other product” under Section 6 and would be a violation of this MAP Policy.

If a reseller has multiple stores and violates this MAP Policy with any store, SSI will consider this to be a violation by all of the reseller’s locations.

Resellers remain free to establish their own resale prices, but SSI reserves the right to cancel all orders, indefinitely refuse to accept any new orders, and terminate the Authorized Dealer status of any reseller following SSI’s verification that such reseller has advertised any Strider product at a net sales price less than the current MAP price established by SSI, or if the reseller has violated this policy in any other way.

Questions about this policy should be directed to: [dealersupport@striderbikes.com](mailto:dealersupport@striderbikes.com).

### **Strider Authorized Dealer Agreement**

Agreement of Authorization with Strider Sports International, Inc. (SSI) of Rapid City, South Dakota, USA, and that in order to maintain their “Authorized” status, Party A is contractually required to protect the Intellectual Property of SSI and to promote the Strider Brand. Authorized Dealer understands that they will also be required to protect SSI’s Intellectual Property and that they must also promote the Strider Brand. In promoting the Strider Brand, Party A grants a Limited non-exclusive, nontransferable, non-sublicensable License to SSI Intellectual Property specifically including SSI Trademarks in accordance with this Agreement. All such authorized use is strictly limited to Genuine and Authorized Strider product. If a product is Non-Genuine and Unauthorized, then all such rights previously granted in the Limited License are immediately revoked.

FURTHER, SSI has established a “Strider Authorized Supply Chain” (SASC). The SASC begins with the initial sourcing of raw materials through manufacturing, testing, and shipping logistics and ultimately ends when the Strider Products are delivered to the end consumer. Only Product that remains in the SASC shall be Genuine and Authorized Strider Product. Any break in the SASC or Security Program will result in Non-Genuine and Unauthorized Products. All Authorized Parties in the SASC have duties and responsibilities in order to ensure that only Genuine and Authorized Strider Products reach the end consumer. Authorized Dealer understands that their role in the SASC is to buy Genuine and Authorized Strider Products only from Authorized SSI Partners and once received, secure that Product in accordance with the Security Program to ensure only Genuine and Authorized Strider Products reach their customer, the end consumer.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Party A and Authorized Dealer hereby agrees as follows:

1. Authorized Dealer agrees and understands not to disclose Party A's Confidential Business Information. "Confidential Information" means any non-public information, whether oral or written, visual or otherwise, disclosed by or on behalf of Party A or disclosed by Party A's Affiliates to the Authorized Dealer or Authorized Dealer's Affiliates. Confidential Information includes any information revealed by or through Party A which the Authorized Dealer either knows or reasonably should know to be proprietary and confidential in nature or traditionally recognized as proprietary or trade secrets of Party A. Further, as to SSI Intellectual Property Party A recognizes that such SSI Intellectual Property licensed to Party A must not be altered or changed in any manner which could lead to consumer confusion.

2. Authorized Dealer must maintain complete, accurate and up-to-date business information and shall disclose all online and retail locations that carry Genuine and Authorized Strider Products at all times. If such information is not disclosed by Authorized Dealer, then all such undisclosed online and retail locations shall be subject to enforcement action. Authorized Dealer must provide a valid business license or tax license.

3. Authorized Dealer has the qualifications and capabilities for sales of the Genuine and Authorized Strider Products stipulated in this Agreement, is equipped with corresponding network promotion, professional sales and customer service personnel, and shall independently provide after-sales service and positive public relations for the brand. Authorized Dealer is responsible for handling their own returns and exchanges from end consumers.

4. Party A shall have the right to inspect Authorized Dealer's marketing activities in order to maintain brand integrity.

5. Authorized Dealer may only sell directly to end consumers in USA (Authorized Dealer's Territory). All other inquiries must be referred to [Striderbikes.com](http://Striderbikes.com) website. Authorized Dealer may not imply that Authorized Dealer is a part of SSI or has been granted an exclusive Territory.

6. Authorized Dealer must not sell to businesses, schools, school districts, educational institutions, non-profits, governmental entities, wholesalers, freight forwarders, or drop shippers for other retailers.

7. Authorized Dealer recognizes that Drop-Ship Accounts, Classified Sites, direct messages on forums, and Online Marketplaces (i.e., Amazon.com, rakuten.com, Alibaba.com, etc.) and their worldwide affiliates represent unique and restricted marketing channels within Territory that will be serviced directly by SSI, Party A, or one of their affiliates. Party A's Authorized Dealers shall not sell on any Online Marketplaces, or have involvement with Drop-Ship Accounts, Classified Sites, and direct messages on forums. Any sales in any of the restricted marketing channels shall be a breach of this Agreement, and such breach results in an immediate revocation of the Limited Intellectual Property License as herein previously granted. Such revocation shall deem all Product currently held Non-Genuine and Not Authorized.

8. Authorized Dealer may only sell Genuine and Authorized Strider Products online on their own website owned by the Authorized Dealer and must comply with any relevant governmental regulations regarding privacy and security.

9. Authorized Dealer must not re-package, re-label, or modify Genuine and Authorized Strider Products in any way prior to selling. Authorized Dealer must not re-SKU or bundle Genuine and Authorized Strider Products for the purpose of discounting.

10. Authorized Dealer must advertise the correct images for each Genuine and Authorized Strider Product and must clearly label all advertising and listings with the correct model names and descriptions.

11. Authorized Dealer will not advertise, market, display, or demonstrate non-Strider Products together with Genuine and Authorized Strider Products in a manner that would create the impression that the non-Strider Products are manufactured by SSI, endorsed by SSI, or associated with Genuine and Authorized Strider Products.

12. Authorized Dealer may not use any of SSI's Intellectual Property in business names, d/b/a (doing business as), domain names, or social media usernames and URLs.

13. Authorized Dealer must display the "Strider® Authorized Dealer" logo on any webpage where Genuine and Authorized Strider Products are displayed or offered for sale. This logo is available from Party A.

14. Authorized Dealer recognizes and understands that SSI has an established Quality

Control Program to ensure that all Genuine and Authorized Strider Products are of the highest quality and that they maintain that same level of high quality throughout the SASC. SSI's complete Quality Control Program is available on SSI's Dealer Portal or from Party A.

15. Authorized Dealer recognizes and understands that SSI has a Security Program to which all Authorized Dealers must adhere in order to maintain Genuine and Authorized Strider Products. Authorized Dealer's duty in the SASC is to adhere to the Security Program which specifically requires Authorized Dealers to only buy Genuine and Authorized Strider Products from Authorized Partners and further, to take all commercially reasonable steps to protect Genuine and Authorized Strider Products in such a manner which ensures only Genuine and Authorized Strider Products are sold to their customers, the end consumer. SSI's Security Program is available on SSI's Dealer Portal or from Party A.

16. Authorized Dealer recognizes and understands that only Genuine and Authorized Strider Products have a two (2) year Warranty for manufacturing defects. Only Strider Products secured by the SASC are Genuine and Authorized Strider Products. Warranty is void on all Non-Genuine and Unauthorized Strider Products. Details on SSI's two (2) year Warranty are available either from Party A or from SSI's Dealer Portal.

17. Authorized Dealer understands their obligations to adhere to any relevant policies, including pricing, for their Territory/Country as received from Party A and acknowledged and agreed to by Authorized Dealer prior to their first order.

18. Authorized Dealer agrees that from time-to-time Party A may modify or amend this Agreement and any relevant policies. Upon receiving notice of such modification or amendment either through the mail or electronically, Authorized Dealer consents to such modification or amendment by placing an order with Party A after receiving such notice.

19. The parties agree that this Agreement may be terminated by either party at any time with notice given to the other party. The parties further agree that upon termination, regardless of which party terminated, Authorized Dealer status and any permission to use SSI's Intellectual Property would cease. Any Confidential Information disclosed to Authorized Dealer during the term of this Agreement shall survive after Termination for a period of two (2) years.

20. This Agreement may not be assigned by the Authorized Dealer.