



Minimum Advertised Pricing Policy

Effective April 14, 2016, a Minimum Advertised Price (MAP) on all Ad Magic, Inc. dba Breaking Games (Ad Magic) products will be in effect.

Ad Magic has been building a brand of strong recognition and a high-perceived value since 1997. By not adhering to the established Minimum Advertised Price (MAP) a reseller can have a dramatic effect of diminishing or detracting from the perceived value of the Ad Magic brand and its products. The internet, with its worldwide impact, has the possibility to cause great harm to any companies' products, if they are advertised at prices that will eliminate any legitimate retail competition. Our MAP pricing policy is intended for consumers to purchase from other resellers based on loyalty and customer care expectations. Therefore, if Ad Magic agrees to allow your company to sell its products, you will need to agree and abide by the following requirements and restrictions.

The MAP policy shall be implemented as follows:

- 1) The Minimum Advertised Price for any Ad Magic product shall not be less than [%] below the current Manufacturer's Suggested Retail Price (MSRP) as published on the Ad Magic Price Sheet (attached hereto as Exhibit A). MAP pricing is established by Ad Magic and may be adjusted by Ad Magic at its sole discretion.
- 2) The MAP for all Ad Magic products shall be no more than the MSRP provided in the Ad Magic Price Sheet.
- 3) The MAP policy applies to all advertisements of Ad Magic 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.
- 4) The MAP policy is not applicable to: 1) any in-store advertising that is displayed only in the store and not distributed to any customer(s) outside of their store and 2) any email newsletters sent to your customer database.
- 5) The inclusion in advertising of free or discounted products (whether made by Ad Magic or another manufacturer) with a product covered by the 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.
- 6) If pricing is displayed in other than a brick and mortar retail store, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
- 7) 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 consumer within the dealer's retail location or over the telephone. Ad Magic dealers and sales representatives remain free to sell these products at any price they choose.
- 8) Ad Magic's 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.

- 9) Dealer agrees to hold all trademarks and copyrights of Ad Magic as the property of Ad Magic and use advertising materials provided by Ad Magic in an authorized manner only.
- 10) Intentional or repeated failure to abide by this policy will result in termination of dealership or sales representatives. Ad Magic does not intend to do business with dealers or sales representatives who degrade the image of Ad Magic and its products. It is Ad Magic’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:
 - “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
- 12) Negotiated Contracts: From time to time it may be explicitly approved by Ad Magic in writing to sell certain Ad Magic products at below MAP pricing. The discount amount and length of time will be determined at the time of this approved promotion by Ad Magic.
- 13) Ad Magic will supply a copy of the Ad Magic MAP policy to any new or existing reseller to be filled out, acknowledged and returned to Ad Magic. This form shall be signed and returned to Ad Magic and in doing so, will bind the reseller to abide by the MAP and reseller requirements spelled out in this document.

MAP Agreement Confirmation Form on Next Page >>



MAP Agreement Confirmation

This MAP policy has been established by Ad Magic to help ensure the legacy of Ad Magic as a quality producer of card and board games and to protect the reputation of its name and products. The MAP policy is also designed to ensure dealers and sales representatives have the incentive to invest resources into services for Ad Magic customers. Please indicate your understanding of this policy and your willingness to abide by its terms and conditions by signing and listing the name of your company below.

Agreed to by:

Company Name:

Any and all other names by which this company operates:

(including names used on Ebay, Amazon, etc)

Principal Name:

(Please print)

Principal Signature:

Date signed:

Dealer Address:

Dealer City:

Dealer State:

Dealer Postal Code:

Dealer Phone:

Dealer Email:

Website URL:

IMPORTANT NOTICE:

As of April 14, 2016, no shipments will be made to any wholesaler or distributor without having completed this form and returning it to Ad Magic.