

Evolved Reseller and MAP Policies  
(Effective January 1.2023)

Evolved Novelties, Inc. (“**Evolved**”), in relation to its Zero Tolerance, Barely Bare, GenderX, Selopa, and Playboy (as under license to Evolved) (collectively, the “Brand”) takes seriously its responsibility to protect its trademarks, those of its licensors, and the Brand from practices that may harm, diminish or dilute its Brand or cause consumer confusion. To that end, Evolved hereby adopts this Reseller and MAP Policies (the “Policy”) and desires that each person, firm or entity (as applicable, a “Reseller”) that purchases Brand products (the “Products”) for resale or other distribution agrees to comply with this Policy.

Effective immediately, Evolved is implementing this Policy.

Accordingly, this Policy is incorporated into, and hereby supplements, any contract entered into between Evolved and Reseller with respect to Reseller’s purchase or sale of the Products. Any Reseller failing to comply with this Policy may face serious and adverse consequences ranging from suspension up to and including, revocation of its *Authorized Reseller* status, immediate termination of its account, and/or further legal action.

**1. No Resale on Online Marketplaces.** Unless otherwise agreed with Evolved in writing, and which shall be granted or denied at the sole discretion of Evolved, a Reseller may not advertise or sell the Products on Amazon, eBay, Overstock.com, Offerup, Sears.com, Walmart.com or any other third-party online marketplace.

**2. Compliance with MAP--Minimum Advertised Pricing Policy (MAP Policy)**

Evolved strives to present the finest specialty and high service retailers in their class of trade and it accordingly offers its Resellers a select group of Brand premium products for sale. Evolved’s Resellers includes distributors and retailers who are authorized directly by Evolved and they agree to abide by ethical codes of conduct and adhere to Evolved’s MAP Policy. This MAP Policy covers all Brand designators, including but not limited to Evolved®, Zero Tolerance®, Barely Bare®, GenderX® and Playboy®.

Evolved actively supports the advertising and promotion of its Products by its Resellers. Evolved, 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 Products. However, those Resellers who advertise, offer, or sell any Products via the Internet or at a physical brick and mortar location at a net retail sales price that is at least equal to the minimum advertised price (the “MAP”) established and announced by Evolved from time to time (initially, the MAP for all Products shall be no less than double the published wholesale price provided in Evolved’s Wholesale Price List) shall be entitled to publicly state in any advertising and on any website that they are an “Evolved Retailer.” Additionally, any such Reseller shall be entitled to certain benefits that may be announced by Evolved from time to time which may include, without limitation, any or all of the following:



The MAP Policy shall operate under the following guidelines:

a. MAP pricing may be adjusted by Evolved at its sole discretion upon written notice to the Resellers.

b. Unless written permission for an exception is first obtained from Evolved, under this policy (i) any website or commercial marketplace (i.e., eBay, Amazon.com, Overstock.com) on which Products are advertised for sale must be owned (first-party) or directly controlled by the Reseller; and, (ii) any arrangement whereby a non-authorized third-party will conduct the Internet/marketplace sales for a Reseller that may be fulfilled by such Reseller are prohibited.

c. Unless written permission for an exception is first obtained from Evolved, under this policy (i) any website on which Products are advertised for sale must be owned or directly controlled by the Reseller; (ii) a Reseller may not advertise on the Internet by purchasing space on a web page or app such as an auction or third party site (i.e. eBay, Amazon.com, Sears.com, Overstock.com, Offerup, JET.com, etc.); and, (iii) any arrangement whereby a third-party will conduct the Internet sales for a Reseller (or fulfilled by a Reseller), are prohibited. The foregoing does not prohibit advertising on Youtube and other bona fide social media sites as well as the use (or purchase) of banners on website forums. Search engine merchandising areas and the use of such as *Google shop*, are permitted and their use is encouraged.

d. 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. This MAP Policy prohibition does not apply to any in-store or owned (first-party) website advertising by a Reseller; all advertisements of Products must include the Evolved trademarked imagery, written and visual content with exact name, model number and UPC of the Product and a price at or above the MAP.

e. The inclusion in advertising of free or discounted products/services (i.e., “bundling”) whether made by Evolved 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). Accordingly. Bundling is prohibited.

f. Products should be advertised as standalone products and should not include any discount codes or rebates except for Evolved authorized promotions (i.e., manufacturer’s rebates) and where the discount code or use of a rebate still allows the Product to maintain its MAP pricing.

g. MAP applies only to advertised prices and does not apply to the price at which the Product is actually sold or offered for sale to an individual consumer within a seller’s retail



location or Reseller-owned (first-party) website. A retail location is defined to mean ‘the physical place where end-users can physically buy and take immediate delivery of Products’. Electronic mail sent in direct response to a customer inquiry is also not considered to be advertising. Such Evolved Reseller remains free to sell the Products at any prices it elects.

h. 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 Reseller on any internet auction or third-party site or app including, but not limited to, eBay, Amazon.com, Overstock.com, Offerup, Marketplace, JET.com, unless approved in writing by Evolved.

i. MAP does not establish *maximum* advertised prices. All Resellers may offer the Products at any price in excess of the MAP established. Moreover, Evolved’s MAP Policy does not in any way limit the ability of any Reseller 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 and such statements are made in good faith.

j. Intentional and/or repeated failure to abide by this MAP Policy will result in termination of Reseller status. Evolved does not intend to do business with dealers who degrade the integrity of Evolved, the Brand or the Products. Evolved will not provide the violator prior notice or issue warnings before taking such action.

I. First Violation: Evolved or its distributor will issue a warning to the Reseller, and Evolved may, at its own discretion and without any liability under any existing contracts or agreements, cease supplying the Reseller with Products. MAP violations must be corrected within 24 hours. Upon correction and following 90 days of compliance, the violation will then be deemed corrected and cleared.

II. Second Violation: Evolved or its distributor will issue a warning to the Reseller, and Evolved may, at its own discretion and without any liability under any existing contracts or agreements, cease supplying the 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.

III. Third Violation: Evolved may, at its own discretion and without liability under any existing contracts or agreements, initiate the process to terminate indefinitely the Reseller’s authorization to sell Products.

n. This MAP Policy is designed to ensure Resellers have the incentive to invest resources with respect to all Products. Nevertheless, this MAP Policy has been unilaterally drafted and adopted by Evolved. While each Reseller, at its own discretion and risk, can choose to



acquiesce or not acquiesce with this MAP Policy, Evolved will not discuss conditions of acceptance related to this MAP Policy. This MAP Policy was not developed in coordination with, or with input from, any of Evolved's Resellers. Moreover, Evolved's sales representatives do not have authority to modify or grant exceptions to the terms of this MAP Policy. All questions regarding interpretation of this MAP Policy should be addressed to the Policy Administrator: [map@myevolved.com](mailto:map@myevolved.com)

**3. Handling and Storage.** Reseller agrees to handle and store Products in a safe manner.

**4. Product Packaging.** Reseller shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted. Reseller may not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Reseller may not alter or remove any trademarks, proprietary notices or warning labels included in, on, or in connection with, the Brand or Products.

**5. Report Unauthorized Resellers.** If Reseller has information, or reasonably suspects, that any person is purchasing and reselling or distributing Products in a manner not authorized by Evolved, Reseller must promptly notify Evolved.

**6. Support of Manufacturer's Warranty.** Reseller may extend to any proper purchaser of the Products the original manufacturer's warranty in accordance with its terms. Reseller may not modify or alter the original manufacturer's warranty, represent, or characterize the original manufacturer's warranty in any misleading manner, or extend its own warranty with respect to the Products. Reseller must adhere to Evolved's warranty and customer support obligations and initiatives.

**7. MAP Adjustments.** MAP pricing may be adjusted by Evolved at its sole discretion upon written notice to the dealers and distributors.

**8. Website Advertising and Promotions.** In conducting advertising and promotion of Products through its website, a Reseller's website may not give to any users the impression or any reason to believe that they have reached the Evolved official website. A Reseller's website must state clearly and conspicuously that it is owned and operated by an independent entity. A Reseller's website must accurately display any applicable trademarks owned or controlled by Evolved. Resellers are responsible to make all changes to reflect the latest use of the Brand names, logos, and trademarks. Resellers are encouraged to follow all Internet etiquette and applicable regulations and to always be good "net" citizens. Framing of any part of the Evolved website is strictly prohibited and a Reseller's website must present a look and feel distinctly unique from that of [evolvednovelties.com](http://evolvednovelties.com) website. A Reseller's website may not use Brand trademarks, logo(s), or Product name(s), in the Reseller's URL address or domain name or in any manner that otherwise does not comply with this Policy and any other applicable policies of Evolved. All advertisements of Products must include the Evolved trademarked imagery, written and visual content with exact name, model number and UPC of the



Product and a price at or above the MAP. Any advertising that requests the End User to “see price in cart,” “click to see price,” “add to cart for lowest price”; an advertised price that is struck through or otherwise crossed out; an advertised price not shown at all, for example with language asking, “Why don’t we show a price?”; and any type of advertising on the Product’s main sales listing page from which the End User can infer that by clicking through to the cart they will see a lower price, and where that price will be below the price established in this MAP, are prohibited.

Electronic mail sent in direct response to a customer inquiry is not considered to be advertising.

**9. Individual Product Matters.** Evolved reserves the right to discontinue models or engage in promotions with respect to certain Products. In any such events, Evolved may at its discretion, modify or suspend the MAP with respect to the affected Products by notifying all Resellers of such a change.

BY PURCHASING PRODUCTS, RESELLER ACKNOWLEDGES AND AFFIRMS ITS UNDERSTANDING, ACCEPTANCE AND AGREEMENT TO ALL OF THE REQUIREMENTS HEREIN. EVOLVED RESERVES THE RIGHT TO TAKE ANY ACTION IT DEEMS APPROPRIATE TO ENFORCE THESE REQUIREMENTS.