

ProTalk® Minimum Advertised Price Policy

Effective April 2022

JVCKENWOOD USA Corporation (“JVCKENWOOD”) and our JVCKENWOOD Master Distributors recognize that JVCKENWOOD’s authorized resellers (“Dealers/Resellers”) invest time and resources into educating the public about our products, training knowledgeable staff, and providing support services. In furtherance of this effort and to preserve the quality and authenticity of our KENWOOD-branded BRS products, JVCKENWOOD has adopted this Minimum Advertised Price (“MAP”) policy that governs Internet Dealers/Resellers and the advertising and promotion of Kenwood BRS products, whether in print or on the Internet.

This policy reflects JVCKENWOOD’s unilateral corporate decision. No employee or sales representative of JVCKENWOOD has any authority to modify this policy. Any action of any person who purports to modify this policy or to solicit or obtain any agreement to the terms of this policy is unauthorized and invalid.

General MAP Guidelines

1. All prices appearing in advertising and promotions must be at, or above, the price for the product set forth in the MAP schedule provided in this policy.
2. Any reference in Dealer/Reseller advertising to discounts, Dealer/Reseller-initiate rebates, gift certificates, or free product that, when deducted from the advertised price, reduces the net price of the advertised KENWOOD product below JVCKENWOOD’s MAP price is a violation of this policy. JVCKENWOOD-initiated rebate programs and factory-authorized promotions are exempt from this policy.
3. This policy applies to all advertising placements (including in-basket and shopping cart “click-through” pricing) on Dealer/Reseller’s website and third-party websites such as www.pricegrabber.com, www.google.com, www.walmart.com, www.newegg.com, www.Ebay.com, and www.amazon.com.
4. This policy does not apply to in-store selling prices as Dealer/Resellers are free to unilaterally establish their own resale price for KENWOOD products.
5. U.S. military exchanges are specifically excluded from this policy.

MAP Guidelines for Dealers/Resellers Not Selling Online

Dealers/Resellers are required to observe the JVCKENWOOD MAP policy at all times without exception. Dealer/Resellers may extend discounts of up to 10% that are strictly generic in nature and not specific to any brand or KENWOOD model. These discounts may be promoted outside of the authorized Dealer/Reseller’s location. Dealer/Reseller can reference up to 10% savings available next to the price of the product, but can only show before discount price. Only one discount type can be applied at a time to each purchase. The use of multiple discount types is prohibited.

General Guidelines for Authorized Internet Dealers/Resellers

All Kenwood Dealers/Resellers selling products on the Internet require pre-authorization in writing (“Authorized Internet Dealers/Resellers”). JVCKENWOOD will review the list of Authorized Internet Dealers/Resellers on an annual basis and update authorization as applicable at JVCKENWOOD’s sole discretion. Authorized Internet Dealers/Resellers who sell on Amazon.com may only advertise and/or sell via the Merchant Fulfillment Network (“MFN”) and may not advertise and/or sell via Fulfilled by Amazon (“FBA”) or offer “Prime” badging via the Seller Fulfillment Network on Amazon.com without specific written authorization to do so from JVCKENWOOD. Authorized Internet Dealers/Resellers must only use authentic KENWOOD BRS images, trademarks, taglines, etc., provided by JVCKENWOOD.

MAP Guidelines for Authorized Internet Dealers/Resellers

Authorized Internet Dealers/Resellers are required to observe the JVCKENWOOD MAP policy at all times without exception. The use of automated e-mail responses to communicate prices below MAP or to post messages referencing a “better than advertised price” below MAP is considered advertising under this policy. This will include in-cart pricing, starting prices, reserve prices, and “buy it now” prices.

Approved Online Promotion - Coupon Advertising

Authorized Internet Dealers/Resellers may extend coupon-related discounts of up to 10% below MAP pricing that are strictly generic in nature and not specific to any brand or KENWOOD model. These “Prospecting Type Coupons” may only be promoted outside of the Authorized Internet Dealer/Reseller website. There is to be no reference to such coupons on the Authorized Internet Dealer’s/Reseller’s website. Acceptable options include:

1. Specific savings – Save \$10 on any purchase over \$100 or Save 10% on any purchase over \$50
2. Storewide savings – up to 10% savings off the current MAP price
3. Category specific savings – up to 10% off the MAP price

Authorized Internet Dealer/Resellers can only show the above discounts in-cart after the discount code has been applied. Only one discount type can be applied at a time to each purchase. The use of multiple discount types is prohibited.

Approved MAP Holiday – Internet or Print

JVCKENWOOD will provide the Dealer with advance, written notice of a specific period when a product can be advertised or promoted at a specific price that is different from its MAP price, whether advertised at a specific percentage discount or otherwise (“MAP Holiday”). At the end of the MAP Holiday, the MAP pricing of the product will automatically and immediately re-adjust to the prior MAP pricing unless otherwise stated in writing by JVCKENWOOD. The specific price and/or discount percentage is to be prominently displayed in all advertising and/or promotional materials with the calculated net discount price displayed at the discretion of the Dealer/Reseller.

Remedies for MAP Violations

First Violation

Dealer/Reseller or Distributor (on behalf of Distributor Dealer/Reseller) shall receive written communication of warning. The communication will demand that the violation be immediately corrected and will remain permanently in the Dealer/Reseller file. The Dealer/Reseller will have five (5) business days (upon receipt of notice) to correct the violation. Failure to comply within five (5) business days will immediately constitute a second violation.

Second Violation

The Dealer/Reseller will have five (5) business days to correct the violation. Failure to comply within five (5) business days will immediately constitute a third violation. Dealer/Reseller shall not be able to purchase ProTalk® radios and accessories for a period of thirty (30) days from the second violation. Dealer's/Reseller's participation in JVCKENWOOD's co-op marketing reimbursement program shall be suspended until the second violation is corrected and for six (6) months following the correction of the violation.

Third Violation

The Dealer/Reseller will have five (5) business days to correct the violation or be subject to immediate termination of its agreement with JVCKENWOOD and Dealer/Reseller and/or its ability to purchase KENWOOD BRS products as applicable. At a minimum, Dealer/Reseller shall not be able to purchase ProTalk® radios and accessories for a period of ninety (90) days from the third violation. Dealer's/Reseller's participation in JVCKENWOOD's co-op marketing reimbursement program shall be suspended until the third violation is corrected and for six (6) months following the correction of the violation.

Continued Violations

JVCKENWOOD reserves the right to terminate its agreement between JVCKENWOOD and Dealer/Reseller and/or its ability to purchase KENWOOD BRS products as applicable in the case of continued violations and at JVCKENWOOD's sole discretion.

ProTalk[®] MAP Schedule:

The following products are covered under the JVCKENWOOD ProTalk[®] MAP policy.

The use of any other name, model, UPC, or ASIN for the products listed below is strictly prohibited. Bundling is not allowed.

Analog Products:

<u>MAP</u>	<u>UPC</u>	<u>ASIN</u>
ProTalk-LT	Not Available	Not Available
PKT-23	0019048205407	B00JKNPWWY
TK-2000VK	0060000000804	Not Available
TK-3000UK	0060000000805	Not Available
NX-P1202AVK	0019048231635	B08CZZGXDN
NX-P1302AUK	0019048231666	B08CZZ1P4C
NX-P1200AVK	0019048231628	B08CZYJZDC
NX-P1300AUK	0019048231659	B08CZZHNZB

Digital Products:

<u>MAP</u>	<u>UPC</u>	<u>ASIN</u>
NX-P1200NVK	0019048231611	B08CZYVCPG
NX-P1300NUK	0019048231642	B08CZ38P43

Intrinsically Safe Option

NX-P1200ISNVK	\$409	0060000001082	Not Available
NX-P1300ISNUK	\$409	0060000001083	Not Available

Batteries:

<u>MAP</u>	<u>UPC</u>	<u>ASIN</u>
KNB-29N	0019048150769	Not Available
KNB-45L	0019048168399	B000RB6YP2
KNB-65L	0019048196934	Not Available
KNB-69L	0019048202192	Not Available
KNB-71L	0019048204103	B00JKNQGME
KNB-82LCM	0019048224972	B09446YHYQ

Chargers:

<u>MAP</u>	<u>UPC</u>	<u>ASIN</u>
KMB-28AK	0019048222640	B0041A75SA
KMB-44K	0019048205544	B00JKNQFOS

Headsets:

<u>MAP</u>	<u>UPC</u>	<u>ASIN</u>
KHS-26	0019048162922	B00164FAKE
KHS-27A	0019048218094	B07MY1RLTJ
KHS-31C	0019048213228	B00II7YBMA
KHS-33	0019048205483	B00JKNROGK
KHS-34	0019048205490	B00JKNQYMG

Speaker Mics:

<u>MAP</u>	<u>UPC</u>	<u>ASIN</u>
KMC-21A	0019048108548	B002EQUKI
KMC-45D	0019048215154	B002ED93T0