



Blue Ox Designs, Oxballs™

19851 Nordhoff Place, Unit 101
Chatsworth, CA 91311
818-812-6643 | ryan@oxballs.com

MAP Policy Agreement

Effective August 17, 2016
Amended February 3, 2017

February 3, 2017

Dear Valued Partners,

Effective August 17, 2016, and amended February 3, 2017, Blue Ox Designs, Oxballs™ (Oxballs™) has adopted a Minimum Advertised Price (MAP) Policy for all sales of Oxballs™. Oxballs™ has been building a brand of strong recognition and a high perceived value since 2007. 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 OXBALLS™ 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.

This policy has been created to support our partners globally across any market channel, specifically those who invest their time and resources to educate customers on the unique benefits and superior design of Oxballs™. Our MAP pricing policy is intended for consumers to purchase from other dealers based on loyalty and customer care expectations. Therefore, if OXBALLS™ agrees to allow your company to sell its products, you will need to agree and abide by the following requirements and restrictions.

Oxballs™ MAP policy shall work under the following guidelines.

1. The Minimum Advertised Price for retail sales on any OXBALLS™ product shall not be less than the current Manufacturer's Suggested Retail Price (MSRP) as published on the OXBALLS™ price sheet attached to this document. MSRP and MAP pricing is established by OXBALLS™ and may be adjusted by OXBALLS™ at its sole discretion.
2. Wholesalers and Distributors are responsible to uphold MAP with all customers they sell OXBALLS™ products to. If MAP is violated by a retailer or reseller being serviced by a Wholesaler, and upon request from OXBALLS™, it is the responsibility of the Wholesaler to contact their customers and send out a notice to cease and desist.
3. The MAP policy applies to all advertisements of OXBALLS™ products in any and all media, including, but not limited to, any and all web advertisements, flyers, catalogues, coupons newspaper, mailers, internet listing and any other print or electronic means.
4. The inclusion in advertising of free or discounted products (whether made by OXBALLS™ 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.
5. Any strike-through or other alteration of the Minimum Advertised Price is prohibited.
6. 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 or customer within the dealer's location, or over the telephone. OXBALLS™ sales representatives remain free to sell these products at any price they choose.



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7. MAP does not establish maximum advertised prices. All dealers and sales representatives may offer OXBALLS™ products at any price in excess of the MAP.
8. OXBALLS™'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. E-Bay, Amazon, 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
10. Negotiated Contracts: From time to time it may be explicitly approved by OXBALLS™ in writing to sell certain OXBALLS™ products at below MAP pricing. The discount amount and length of time will be determined at the time of this approved promotion by OXBALLS™.
11. OXBALLS™ may run a sale from time to time and in such case the MAP will be the same as the sale price on those particular items and on those particular dates. OXBALLS™ will send out a notice in advance with details of the special.
12. Sales representatives of OXBALLS™ products will supply a copy of the OXBALLS™ MAP policy to any new or existing reseller to be filled out, acknowledged and returned to their supplier. In signing this agreement, resellers agree to abide by the MAP and reseller requirements spelled out in this document.
13. All advertisements of Products must include Oxballs™ trademarked imagery, written and visual content with exact name, model number and UPC of the Product and a price at or above the MAP. This information and links to images is provided on attached complete MSRP listing of Oxballs products.
14. A retailer, reseller or distributor may not use Oxballs™ name(s), trademarks, logo(s), or product name(s), in any manner that otherwise does not comply with this Policy and any other applicable policies of Oxballs™.
15. All trademarked and copyrighted materials of OXBALLS™ remains the property of OXBALLS™, and using these materials provided by OXBALLS™ in an authorized manner only. Dealers must have current signed MAP agreement in place either directly with Oxballs™, or with their distributor, to be granted authorization to use trademarked and copyrighted materials owned by Oxballs™.
16. Failure to abide by the policies set forth in this agreement will result in immediate termination of dealership and cancellation of this agreement with dealer, including revocation of authorization to use all copyrighted and trademarked materials owned by Oxballs™. With any non-compliance with this agreement Oxballs™ 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 Oxballs™ products.



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MAP Agreement Confirmation

This MAP policy has been established by OXBALLS™ to help ensure the legacy of OXBALLS™ as a premium design firm manufacturing adult novelty consumer goods, and to protect the reputation of its name and products. The MAP policy is also designed to ensure wholesalers, retailers, and all resellers have the incentive to invest resources into services for OXBALLS™ 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:

Principal Signature: _____

Principal name printed: _____

Date signed: _____

Company name: _____

Any and all other names by
which this company operates
(including names used on
Ebay, Amazon, etc.) _____

Website URL: _____

Dealer Address: _____

Dealer City/State/Postal Code: _____

Phone: _____

Email: _____