



Minimum Advertised Price (MAP) Policy

Effective: Jan 15th, 2024

RICHARDSON SPORTS works hard to design and develop high quality headwear and apparel for teams, retailers, brands, and promotional products distributors seeking unbeatable service, quality craftsmanship and innovative products. RICHARDSON'S success is tied directly to the success of our network of wholesale partners, distributors, and retailers (collectively referred to as "Resellers") who invest significant time and resources to deliver an exceptional customer experience. Their commitment to RICHARDSON and their commitment to stock our products is the foundation of a strong partnership and essential to a successful distribution model.

The purpose of a MAP Policy is to discourage promotional efforts focused solely on price and the advertising of un-decorated, blank Richardson products instead of promoting product quality, service, and decorated RICHARDSON products. We believe these practices are detrimental to Richardson's distribution model, reputation, and brand image.

In support of a healthy distribution model and maintaining appropriate margins for our distribution partners, RICHARDSON has unilaterally adopted a Minimum Advertised Price ("MAP") Policy and MAP price list. The MAP policy applies to all undecorated, blank RICHARDSON products purchased directly or indirectly from RICHARDSON.

1. RICHARDSON, at its sole discretion, reserves the right to discontinue doing business with any Reseller that advertises any product(s) covered by this MAP Policy at a price lower than our published MAP price list. See attached.
2. The RICHARDSON MAP Policy applies to all advertised and published MAP products in all physical and electronic media, including but not limited to web stores selling un-decorated and blank apparel, third party e-commerce websites, digital marketplaces (including eBay, Amazon, Walmart, Jet, etc.), coupons, flyers, posters, inserts, mailers, magazines, newspapers, catalogs, mail order catalogs, internet or similar electronic media including websites, blogs, forums, email newsletters, email solicitations, Twitter, Facebook, Etsy, Pinterest, Instagram, or similar social media sites, television, radio, and public signage. The MAP will be unilaterally established by RICHARDSON and may be adjusted by RICHARDSON at any time in its sole discretion and will reflect any discounted or off-price products.
3. RICHARDSON will ordinarily provide an updated MAP price list in January and July each calendar year that may include new products or price changes but reserves the right to make changes more frequently. The MAP price list and policy can also be accessed on your account dashboard at richardsonsports.com. Resellers are expected to adhere to the most current information found on this site. Failure to do so will result in a violation of the MAP Policy, which RICHARDSON may enforce in its sole and absolute discretion. The RICHARDSON MAP Policy applies to all items on the MAP Price List.
4. This MAP Policy applies to activities that RICHARDSON, in its sole discretion, determines to have the net impact of advertising prices below MAP. The inclusion in advertising of free or discounted products, cash rebates, BOGO (buy one, get one) or bundled promotions (whether made by RICHARDSON or another manufacturer) with a product covered by the MAP policy, is contrary to the policy if it has the effect of discounting the advertised price of the product below the MAP. It shall be a violation of this MAP Policy to include in any advertising for RICHARDSON products any additional discount, coupon, gift card, or incentive (whether in the

form of a special event, promotion, term of doing business or otherwise) that creates a price reduction, where the cumulative effect is to reduce the advertised price of any MAP product below MAP. A Reseller may not make any statements, displays or communications on its website that indicate, state, imply or suggest that a lower price may be found at the online check out, including but not limited to: "click here for lower price," "see lower price in cart," "add to cart for lower price," "check cart for lower price," or similar language. Such website features as "Click for price," automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer's shopping cart, and other similar features are considered to be communications initiated by the Reseller (rather than by the customer) and constitute "advertising" under this MAP Policy. This MAP Policy also applies to any activity which RICHARDSON determines, in its sole and absolute discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for 'volume purchases' and the like. Promotions commonly referred to as "Friends and Family Sales Promotions" are not a violation of this MAP policy provided that these promotions have prior written consent from RICHARDSON and: (a) occur no more frequently than twice per calendar year and for periods no longer than one week at a time, (b) are offered only to a limited group of prior loyal customers and family members of the Reseller, (c) are not advertised through digital means aside from email communication, and (d) require original non-transferrable invitations. Free shipping and/or handling or free financing promotions do not violate the MAP policy. Promotions that provide a free gift with purchase are not a violation of this MAP policy provided the gift is not a RICHARDSON branded product.

5. If a Reseller with multiple store locations, web pages, or sales channels violates this MAP Policy on any particular outlet, then RICHARDSON may consider this to be a violation by all of the Reseller's channels.
6. From time to time, RICHARDSON may engage in promotions with respect to certain products. In such events, Richardson reserves the right to modify or temporarily suspend the MAP pricing with respect to the affected products upon notice of such change. RICHARDSON further reserves the right to unilaterally suspend, amend, or adjust the MAP at any time with respect to all or certain products in its sole discretion upon providing an updated MAP Policy webpage. RICHARDSON'S primary, non-exclusive method of communication will be via its MAP Policy webpage for Resellers. Any changes to MAP will apply equally to all Resellers.
7. While RICHARDSON reserves the right to take immediate action for any violation of the MAP policy, RICHARDSON understands that there may be instances where a violation is inadvertent. As such, RICHARDSON will typically provide notices of a Reseller's failure to abide by this Policy, though it is not required to do so. Once RICHARDSON is aware of a Reseller's non-compliance with the MAP Policy, RICHARDSON will provide violation notices with the expectation that the issues will be immediately resolved. If corrective actions are not taken to the satisfaction of RICHARDSON, we reserve the right to impose appropriate sanctions up to and including termination of its relationship with the Reseller.
8. RICHARDSON sales representatives are not authorized to make any agreements with respect to, this MAP Policy with any Reseller.
9. The decision to implement and enforce the RICHARDSON MAP Policy is solely the unilateral act of RICHARDSON. RICHARDSON is not seeking input or agreement from any Reseller with respect to the adoption, implementation, or enforcement of this MAP Policy. The terms of Richardson's MAP policy are confidential and may not be disclosed to any other parties.