



PERFORMA

Minimum Advertised Price (MAP) Policy

PERFORMA (collectively, "PERFORMA") designs and manufactures PERFORMA Products (collectively, "Products") that are advertised, marketed and sold using copyrighted materials and pursuant to trademarks, brands or tradenames belonging to one or the other of them. PERFORMA has established a strong reputation for providing customers with high value Products and strong after-sales support related to these Products. PERFORMA greatly values the efforts of all Resellers to distribute PERFORMA's Products.

Effective January 1, 2016, PERFORMA has unilaterally adopted this Minimum Advertised Price Policy ("MAP Policy") on selected products ("PERFORMA Products"), which shall apply to all distributors, wholesalers and retailers (collectively, "Resellers") who resell PERFORMA Products to end users located in the United States and Canada. PERFORMA is adopting this MAP Policy to both preserve its strong reputation and its interest in, and the value of, its trademarks, brands and tradenames.

Resellers shall hold all trademarks, copyrights, tradenames, and brands of PERFORMA as the property of PERFORMA and use advertising materials provided by PERFORMA in an authorized manner only.

PERFORMA, in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any products covered by this MAP Policy at a price lower than the MAP.

The following is PERFORMA's MAP Policy:

1. Minimum Advertised Pricing: This MAP Policy shall apply to the Products that are listed on Schedule A attached to this MAP Policy, as may be amended and/or revised from time to time. PERFORMA advises each of its Resellers that advertising a Product using PERFORMA's copyrighted materials (including photographs from the Product line photo library or PERFORMA -created product descriptions) at a price below the manufacturer suggested retail price as listed or published by PERFORMA in its most recent price list ("MSRP") may lead to certain consequences, including PERFORMA's discontinuance of its business relationship with such Reseller. PERFORMA neither seeks nor will it accept any agreement or understanding with respect to MSRPs that a Reseller may advertise or charge at any time.
 - a. "Advertising" shall include any price listing accessible to consumers in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media including Web sites, email, newsletters, email solicitations, television, radio, public signage, trade shows, electronic and social media (Instagram, Facebook, Twitter, etc.). PERFORMA's intention and policy is not to engage any Reseller that advertises a Product at a price below its respective MSRP. It is the decision of each Reseller to advertise a Product at any price it chooses, as long as it is not less than the respective Product's MSRP.
 - b. "Advertising" shall not include any in-store advertising that is displayed only in the store and not distributed to any customer. In-store displays, point-of-sale signs, hangtags or bar codes or similar marks on Products or Product packaging that merely states the related Product's MSRP are not considered "advertising." In addition, "advertising" shall not include a price quotation sent via email to a consumer at the consumer's request.
 - c. If pricing of a Product is displayed, any strike-through or other alteration of the MSRP is prohibited.
2. Limitation of the MAP Policy:
 - a. Without limiting the foregoing, this MAP Policy is not intended to affect actual resale prices or require any Reseller to resell a Product at the MSRP.
 - b. This MAP Policy does not establish maximum advertised prices. All Resellers may offer Products at any price in excess of the respective Product MSRP.
 - c. This MAP Policy does not in any way limit the ability of any Reseller to advertise that "it has the lowest prices" or "it will meet or beat any competitor's price" or that consumers should "call for a price" or phrases of similar import, as long as the price advertised or listed for a Product is not less than its MSRP.
 - d. This MAP Policy does not apply to the actual sales price on any checkout page of any Reseller's Web site or related Internet site. A "checkout page" refers to the Web page where the end user purchases the Product.
 - e. Compliance with this MAP Policy remains at all times solely at the discretion of each Reseller.

- f. PERFORMA shall have no liability for any action taken by it under this MAP Policy.
3. Changes in MSRP and Products: All Products are subject to this MAP Policy, including any new product(s) added by PERFORMA to its list of Products and bearing PERFORMA's name. PERFORMA may, at any time and in its sole discretion, revise the MSRP for any Product. Each addition and each MSRP revision shall be effective at such time as specified by PERFORMA in its MSRP schedule that will be provided to each Reseller. PERFORMA's last MSRP lists are available to all Resellers at PERFORMA's office. All changes of MSRPs, as and when made, will also be available.
4. PERFORMA's Sole Responsibility: This MAP Policy is solely PERFORMA's decision and responsibility acting through its duly authorized managers. It will make all decisions regarding this MAP Policy unilaterally. No employee or sales representative of PERFORMA has any authority to discuss or modify this MAP Policy, and any action of any person claiming to modify this MAP Policy or to solicit or obtain the agreement of any person to this MAP Policy is unauthorized and invalid. Resellers with any issues should contact PERFORMA who will respond only in writing. No oral communications about this MAP Policy are authorized.
5. MAP Policy Violations: PERFORMA does not intend to do business with Resellers who degrade the brand image of PERFORMA and its Products. In addition, PERFORMA will permit a Reseller who violates this MAP Policy forty-eight (48) hours to bring its advertising into compliance with this MAP Policy. PERFORMA may, in its sole discretion, terminate all orders from or to, and all contracts with, a Reseller in cases of repeated or intentional failure to abide by this MAP Policy by that Reseller.

UNFI Product #	UPC	Product Name	MAP
2072775	181493000903	Perfect Shaker - Shaker - Superman - 28 oz.	\$9.99
2074599	181493000910	Perfect Shaker - Shaker Bottle - Batman - 28 oz.	\$9.99
2074607	181493000323	Perfect Shaker - Shaker - Deadpool - 28 oz.	\$9.99
2074615	181493000996	Perfect Shaker - Shaker Bottle - Iron Man - 28 oz.	\$9.99
2074623	181493000927	Perfect Shaker - Shaker - Wonder Woman - 28 oz.	\$9.99
2074672	181493000967	Perfect Shaker - Shaker Bottle - Captain America - 28 oz.	\$9.99
2074680	181493000972	Perfect Shaker - Shaker - The Hulk - 28 oz.	\$9.99
2074698	181493000989	Perfect Shaker - Shaker - The Punisher - 28 oz.	\$9.99
2074706	181493001009	Perfect Shaker - Shaker - Spiderman - 28 oz.	\$9.99
2088672	181493000507	Perfect Shaker - Shaker - Supergirl - 28 oz.	\$9.99
2088698	181493000316	Perfect Shaker - Shaker - Darth Vader - 28 oz.	\$9.99
2088706	181493000330	Perfect Shaker - Shaker - Storm Trooper - 28 oz.	\$9.99
2088748	181493000378	Perfect Shaker - Shaker Bottle - Star Wars Logo - 28 oz.	\$9.99
2230456	181493002792	Perfect Shaker - Shaker Bottle - Star Lord - 28 oz.	\$9.99
2230464	181493002693	Perfect Shaker - Shaker Bottle - Iron Spider - 28 oz.	\$9.99
2230480	181493002716	Perfect Shaker - Shaker Bottle - Gamora - 28 oz.	\$9.99
2230498	181493002723	Perfect Shaker - Shaker Bottle - Thanos - 28 oz.	\$9.99
2230506	181493002839	Perfect Shaker - Shaker Bottle - War Machine - 28 oz.	\$9.99
2273522	181493001399	Perfect Shaker - Shaker Bottle - Black Panther - 28 oz.	\$9.99

