



MOHU Minimum Advertised Price Policy – Updated August 1, 2016

Mohu, a division of Greenwave Scientific, Inc., has built a strong reputation and following among consumers for being the leader in the Cord Cutting Revolution. It has also established a quality distribution network that actively educates, promotes, and advertises our products to consumers. With the goal to maintain and enhance its strong brand image, Mohu utilizes a Minimum Advertised Price ("MAP") policy for its products. That Policy is outlined and detailed below:

- (1) To prevent unauthorized sellers and 3rd party sellers, resellers should not supply MOHU products to any 3rd parties without prior written authorization by MOHU. MOHU reserves the right to either cease supply of products to and/or terminate any prior agreements with any Resellers found in violation of this policy.
 - a. **Resellers/Dealers are not permitted to place products on various website marketplaces such as but not limited to amazon.com, eBay, or Jet.com, without prior written approval from Mohu. If approved, dealers must provide all DBAs used on said sites. Failure to do so will be considered a violation of the policy**
 - b. Reseller/Dealers are allowed to place Mohu products on their own websites provided they adhere to MAP pricing.
- (2) The MAP Policy applies to all advertisements of MOHU products in any and all printed media, including without limitation, catalogs, coupons, flyers, inserts, magazines, mail order catalogs, mailers, postcards, newsletters, newspapers, posters, or billboards. The MAP Policy also applies to Internet-based page listings, **shopping cart pricing**, advertising, including without limitation, newsletters, e-mail solicitations, newsgroups, Internet "lists", website advertising, Internet auctions, and electronic billboards, pop-ups, or bulletin boards. Finally, the MAP Policy also governs any television or radio advertising.
- (3) The MAP Policy only applies to advertised price, and not the price at which the product is actually sold. The Dealer/Distributor/Retailer is free to resell the MOHU product at any price of their choice. The actual sales floor pricing is not to be governed by the MAP policy.
- (4) The Company would like the Dealer/Distributor/Retailer to adhere to the MAP Policy. However, the Company reserves the rights to only provide the MOHU product(s) to Retailers/Distributors/Dealers who independently decide to follow the MAP Policy and advertise the MOHU product not lower than the minimum advertised price.
- (5) The Company reserves the right to modify, suspend, or cancel the MAP Policy or modify the MSRP pricing at any time and will notify Retailers/Distributors/Dealers at least thirty (30) days in advance of any intent to do so.
- (6) From time-to-time, and at its choosing, Mohu may designate specific promotional periods for any Mohu product. Specific, temporary MAP pricing will be supplied for the promotional period.
- (7) Bundles – Dealer may bundle and advertise bundled Mohu branded products with other products, so long as the advertising does not reflect a specific discount from the Mohu MAP price of the individual product, and that the combined advertised price of the bundle is not below the MAP price for the Mohu item contained in the bundle.



- (8) The Company reserves the right to first issue a warning to any Retailer/Distributor/Dealer who violates the MAP Policy. Pursuant to and as set forth in Section 3 hereinabove, the Company reserves the right to cancel the Dealer/Distributor/Retailer Agreement should the Dealer/Distributor/Retailer not adhere to the MAP policy and the Company will not approve subsequent Retailer/Distributor/Dealer Purchase Orders. The Company also reserves the right to limit, withhold or terminate co-op funds, marketing funds, advertising accruals, trailing credits, or other Dealer/Distributor/Retailer privileges based upon their adherence to the MAP Policy.
- (9) Mohu's violation policy is as follows:
 - a. First violation – Warning
 - b. Second violation – 30 day suspension in shipments and withdraw of any current quarter's co-op, MDF, and VIR contribution calculations
 - c. Third violation – Retailer/Distributor/Dealer agreement termination
- (10) Please see attached Appendix A for MAP Pricing.

Thank you for your ongoing support for Mohu as a strategic partner.

Sincerely,

Mark Buff
CEO

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