



Cleer Inc. Unilateral Minimum Advertised Price (MAP) Policy Effective October 1, 2018

In order for Cleer Inc. (the "seller") to successfully compete in the marketplace, and in recognition of our Authorized Retailers investment in time and resources required to provide the level of customer service and product support expected from our customers, Cleer Inc. ("the Seller") has implemented this Unilateral Minimum Advertised Price Policy ("Unilateral MAP Policy"). Therefore, all sales made by Cleer's Authorized Retailers to End Users of products listed in Schedule A of the *Cleer Unilateral Grid* inside the United States shall be subject to this Unilateral MAP Policy.

The following is Cleer, Inc. policy regarding the advertising of prices for all Cleer products (the "Products"). Sellers are free to decide whether to follow this policy. This policy does not constitute an agreement between Sellers and Cleer, and Cleer is not seeking a response from Sellers, but acknowledge of the receipt of the Cleer Unilateral MAP Policy.

1. Purpose: Cleer's goal in enacting this policy is to avoid depreciation of, or damage to, its copyrighted works, including advertising, and to trademarks, brands, or trade names. Cleer's trademarks, brands, and trade names include, but are not limited to, the trade names Cleer as well as other common law trademarks and service marks that Cleer may from time to time adopt and use in connection with the sale or offering for sale of products or services (the "Cleer Trademarks", collectively with the Cleer Trade Names, the "Cleer IP").

2. Minimum Advertised Pricing: For the purposes of this policy, the term "advertising," when used in connection with Products utilizing the Cleer IP, shall include any price listing accessible to consumers directly, provided that "advertising" shall not include a price quotation sent directly to a consumer at the consumer's request. Cleer hereby advises each of its resellers that advertising Products utilizing the Cleer IP and using Cleer copyrighted materials (including photographs from the online photo library or Cleer-created product descriptions) at a price below the dealer or distributor suggested resale price, as applicable, as listed or published by Cleer in its most recent price list (the "MAP") may lead to depreciation of and serious damage to the Cleer IP. Therefore, Cleer will discontinue any business relationship with any reseller that engages in such practice. Cleer expects that Products will be advertised in print, on television or radio, or on the internet by its resellers at no less than the MAP and in compliance with this policy.

3. Online Resale: This policy applies uniformly to all resellers, including those that offer Products for sale on any online websites including, but not limited to, those owned, operated, and/or designed by or for the respective reseller.

4. Limitation of Policy: This policy relates to advertised prices. Without limiting any of the foregoing, no part of this policy is intended to affect resale prices or to require any reseller of the Products to resell the Products at the MAP. This policy thus governs only the advertised price, not the actual sales price. A reseller who chooses not to list a price may (i) state that the prices of the Products are "the MSRP price" or are "too low to show," or (ii) otherwise invite consumers to inquire as to the price at which the Products are offered without violating this policy.

5. Changes in MAP and Products: All Products are subject to this policy. Cleer may at any time in its sole discretion revise the list of products subject to this policy and will provide notice of such revision to its resellers within a reasonable time. Cleer may at any time, in its sole discretion, revise the MAP for any Product. Each revision shall be effective at such time as is specified by Cleer in its pricing schedule, which will be provided to its resellers. Distributors are responsible for passing along this information to their reseller customers. Cleer's current price lists are also available to all resellers at Cleer's offices.

6. Discounts, Premiums: It will be a violation of this policy to advertise the giving of any article of value in connection with the sale of any Products or the making of any concession in connection with the sale of any such Products, which results in a sale by the reseller at net prices below MAP.

7. Price Reductions, Inventory Reductions, and Clearance: Cleer may exempt certain designated designs, models, and items from this policy for the purpose of inventory reduction and model closeouts.

8. Price in Cart-Call for Price: Prices listed on a reseller website are considered advertised prices and shall adhere to this policy. Once the pricing is associated with a manifest intent to purchase (i.e., the product is added to a shopping cart or equivalent intent to order is clear), the price is deemed the selling price and not an advertised price. Prices revealed by a shopper's simply scrolling over or clicking on the product short, or Calling the reseller for best pricing of manifesting an intent to purchase is deemed an advertised price and is subject to this policy. Statements such as "add to cart to see price" or "call for Price" are not in acquiescence with Cleer's Unilateral MAP Policy.

9. Bundled Pricing: Advertising a combination of Product(s) from the *Cleer Unilateral Grid* with any other product for a price lower than the combined price of what the two (2) products are advertised at independent of each other, is not in acquiescence with Cleer's Unilateral MAP Policy. The issuance of non-Cleer generated rebates (in any form) on a Product(s) listed in this *Unilateral MAP Grid* is not in acquiescence with Cleer's Unilateral MAP Policy.

10. Shipping: The offer of free shipping or financing is in acquiescence with Cleer's Unilateral MAP Policy.

11. Discretion of Cleer: Cleer will make all decisions concerning this policy unilaterally. Nothing in this Unilateral MAP policy is an agreement with any person regarding whether or not such person will comply with this policy. Cleer's sales personnel, authorized distributors or authorized manufactures have no authority to modify or grant exceptions to this policy. Please sign acknowledging receipt of the Cleer Inc. Unilateral MAP Policy.

Signature: _____

Print Name:

Dealership Name:

Date:

If you have any questions regarding this policy should contact Cleer at Info@cleer.us.

Schedule A of the Unilateral Grid

| Cleer Model | Description | MSRP | MAP |
|--------------------|---------------------------|-------------|------------|
| FLOW -Black | Over Ear Headphones | \$299.99 | \$279.99 |
| FLOW -Silver | Over Ear Headphones | \$299.99 | \$279.99 |
| EDGE PULSE - Red | In Ear Headphones | \$169.99 | \$149.99 |
| EDGE PULSE - Gray | In Ear Headphones | \$169.99 | \$149.99 |
| TREK - Red | In Ear Headphones | \$169.99 | \$149.99 |
| TREK - Gray | In Ear Headphones | \$169.99 | \$149.99 |
| NEXT | Audiophile Headphones | \$799.99 | \$699.99 |
| STAGE - Red | Alexa - Bluetooth Speaker | \$149.99 | \$129.99 |
| STAGE - Gray | Alexa - Bluetooth Speaker | \$149.99 | \$129.99 |
| ALLY | True Wireless Earbuds | \$169.99 | \$149.99 |
| SPACE | Smart Home Speaker | \$299.99 | \$279.99 |