



BIKERZ US Inc

MINIMUM ADVERTISED PRICE POLICY

EFFECTIVE FEBRUARY 15, 2022

Last Update Oct 1, 2024

This Minimum Advertised Price policy (“**Policy**” or “**MAP Policy**”) establishes standards for all applicable advertisements of the Bikerz US Inc (“**Bikerz**”) products specified on Schedule A hereto (each a “**MAP Product**” and, collectively, “**MAP Products**”), as updated from time to time. Bikerz is providing this MAP Policy in order to reinforce the premium brand and high-quality image and value of its SMK Brand of Motorcycle and Bicycle helmets and accessories in the marketplace. This Policy applies to all retailers of MAP Products that resell or advertise MAP Products online and/or at brick and mortar locations (collectively “**Resellers**” or individually a “**Reseller**”). A “retailer” means a reseller who sells to end customers (including business customers). Any advertisement that pictures, references or otherwise describes a MAP Product is subject to this MAP Policy.

As of the effective date above, all Resellers of MAP Products in the United States are required to comply with this MAP Policy with respect to the MAP Products and may not advertise such MAP Products at a price lower than the Minimum Advertised Price (“MAP”) specified on Schedule A. Minimum Advertised Prices are not the minimum selling prices. **Resellers are always free, in their absolute and sole discretion, to sell the MAP Products or any of Bikerz’s products, at any price. This MAP Policy does not apply to any advertisement outside of the United States.**

This Policy has been unilaterally adopted by Bikerz and will be enforced by Bikerz in its sole discretion. Bikerz reserves the right to modify or rescind this Policy at any time at Bikerz’s sole discretion. Bikerz will not communicate with any Reseller or other customer regarding any other Reseller or customer’s advertising practices for MAP Products, nor discuss its decisions regarding issues relating to this Policy or its application to Resellers or customers.

Bikerz will enforce this Policy. Bikerz will determine, in its sole discretion, whether a violation of this MAP Policy has occurred. Should a Reseller fail to comply with this MAP Policy, Bikerz specifically reserves the right to take appropriate action which may include, without limitation and in Bikerz’s sole discretion, the suspension of all promotional funding planned for the relevant MAP Products, the decision to suspend all sales and supply and no longer ship the relevant MAP Product or MAP Products, or any other product or products within the Bikerz portfolio, to the Reseller permanently or for a shorter duration (such as for a period of not less than ninety (90) consecutive days, counting from the date the Reseller removes the advertisement that violates this Policy), and/or the unilateral cancellation of orders from a Reseller for any MAP Product that the Reseller advertised at a price below the Minimum Advertised Price. In addition, Bikerz reserves the right to cancel any pending orders or restrict future orders if Bikerz reasonably believes that a Reseller intends to violate this Policy. Bikerz will have no liability for any action it takes to enforce this Policy.



All decisions regarding enforcement of this Policy will be made by President, Bikerz US Inc and will be communicated in writing.

Bikerz may update the MAP and the MAP Policy from time to time and will make those updates available on SMK Helmets US website at www.smkhelmets-us.com (“**Website**”). Any MAP and this Policy may be changed from time to time at Bikerz’s sole discretion. Bikerz will post any changes to MAP and this Policy on the Website. Without limiting Bikerz’s right to modify this Policy and MAP at any time with or without a prior notice to Resellers, Bikerz will generally attempt to provide a notice by posting any changes to MAP and/or this Policy on the Website to become effective within 15 days from the date of such posting. Thus, Reseller should visit and review the updated MAP and Policy regularly. Resellers are responsible for remaining current with this MAP Policy, products and pricing.

This MAP Policy applies equally to the entire organization of a Reseller. Each Reseller is responsible for compliance with this MAP Policy by all segments of its organization (online and offline retail). If any one segment within a Reseller’s organization violates any component of this MAP Policy, the consequences will apply to the entire organization at the discretion of Bikerz.

Under this Policy, Bikerz views “advertising” broadly so as to include all and any advertisements, announcements, information, publications or notices given, generated, developed, produced, distributed or disseminated by or on behalf of any Reseller in connection with its offering for sale, or soliciting offers to purchase any MAP Products, in any and all media of any kind, whether now known or hereafter devised, and may include: print (including without limitation newspapers, newspaper inserts, weekly circulars, magazines and other periodicals), television, cable, radio, faxes, billboards, telegrams, circulars, flyers, catalogs, letters (including e-mails, broadcast e-mails, and text messaging), signs, sandwich boards, electronic media, telecommunications, internet websites (such as, by way of example only, but not limited to, the Reseller’s own website, the websites of any affiliates, mobile applications of on-line and traditional Resellers, online services, portal sites and/or mobile applications that advertise MAP Products (such as aol.com, yahoo.com, amazon.com) shopping sites, mobile applications and pricing search engines that advertise prices offered for MAP Products (such as google.com, mysimon.com, dealtime.com, bottomdollar.com, pricegrabber.com, froggle.com, bizrate.com), auction sites with a minimum or starting bid (such as ebay.com, ubid.com) and banner advertisements and pages that follow banner advertising upon a “click-through”), cinema advertising and online auctions. It includes internet and mobile application advertising in all areas of a website or application above the “shopping cart” level, including the MAP Product “buy box” and pages or websites that follow upon a “click through.” In addition, without limiting the generality of the foregoing, the following practices will be deemed an act in violation of this Policy:

- MAP Products cannot be offered in conjunction with any other product or gift card which reflects or suggests a discounted price on the MAP Products where such discounted price is lower than the applicable MAP. MAP Products cannot be subject to any advertised discounts, including coupons or giveaways, where the price of the MAP Product after the application of such discount is lower than the applicable MAP. Disclaimers such as “Selected vendor restrictions apply” which appear in connection with such advertised discounts are not acceptable qualifiers. Such disclaimers must specify that the MAP Products are excluded from such offers. For the avoidance of doubt, rewards programs, whereby the consumer is able to earn points or similar benefits which may be redeemed only against future purchases of other products do not violate this Policy. “Bundling” MAP



Products or including a free or discounted product with a MAP Product covered by this Policy would be viewed by Bikerz as an act inconsistent with its Policy regardless of actual value of free or discounted product bundled with MAP Product(s) in Reseller's offering. Bundling of multiple MAP Products without a non-MAP Product will be permitted only if the advertised price of such bundling deal is greater than the sum of the minimum advertised prices of those MAP Products included.

- A Reseller who engages in any activity designed or intended to circumvent the intent of this MAP Policy is also deemed in violation of this MAP Policy.

Bikerz will not discuss any conditions of acceptance related to this Policy, as it is non-negotiable. This Policy is in fact not subject to acceptance and it will also not be altered for any Reseller. In addition, Bikerz neither solicits nor will it accept any assurance of compliance with this Policy. Nothing in this Policy or in any other agreement with Bikerz shall constitute an agreement between Bikerz and Reseller that Reseller will comply with this Policy. This Policy is not a part of nor does it modify any agreement Bikerz may have or be alleged to have with any Reseller. No Reseller will have any right, contractual or otherwise, to enforce this MAP Policy against any other Reseller or against Bikerz.

Bikerz has the right to terminate a Reseller at its sole discretion with or without a cause, and anything herein does not and will not be construed to limit Bikerz right to terminate its relationship with any Reseller.

No Bikerz sales personnel or other personnel have any authority to modify or grant exceptions to this Policy. All questions regarding the interpretation of this Policy must be directed only to the president at info@bikerz-us.com. No one else at Bikerz is authorized to discuss the Policy or to answer any question regarding its application to Reseller or any other Reseller or customer. Similarly, Bikerz distributors have no information concerning the Policy and are not conversant concerning the same.



Schedule A – MAP Products

Motorcycle Helmet Models:

	Category	Model/Type	MAP Price	MSRP
1	Full Face – Flip Up	Gullwing - Solid	\$159.99	\$159.99
2	Full Face – Flip Up	Gullwing - Graphics	\$169.99	\$169.99
3	Full Face	Titan – Solid	\$229.99	\$229.99
4	Full Face	Titan - Graphics	\$239.99	\$239.99
5	Full Face	Titan – Carbon On View	\$289.99	\$289.99
6	Full Face	Titan Carbon- Graphics	\$299.99	\$299.99
7	Full Face	Typhoon - Solid	\$149.99	\$149.99
8	Full Face	Typhoon - Graphics	\$145.99	\$159.99
9	Full Face	Bionic - Solid	\$119.99	\$119.99
10	Full Face	Bionic - Graphics	\$129.99	\$129.99
11	Full Face - Youth	Bionic Youth - Solid	\$99.99	\$99.99
12	Full Face - Youth	Bionic Youth - Graphics	\$109.99	\$109.99
13	Mx Full Face	Allterra- Solid	\$119.99	\$119.99
14	Mx Full Face	Allterra - Graphics	\$129.99	\$129.99
15	Full Face	Retro - Solid	\$149.99	\$149.99
16	Full Face	Retro - Graphics	\$159.99	\$159.99
17	Open Face	Retro Jet - Solid	\$139.99	\$139.99
18	Open Face	Retro Jet - Graphics	\$149.99	\$149.99
19	Open Face	GTJ – Solid	\$129.99	\$129.99
20	Open Face	GTJ - Graphics	\$139.99	\$139.99

Motorcycle Accessory Models:

	Category	Model/Type	MAP Price	MSRP
1	Top Case	TCR- 291N	\$129.99	\$129.99