**BOSE CORPORATION**

**United States Standard Non-promotional**

**Minimum Advertised Price Policy**

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To protect its brand, sellers and customers from price erosion, Bose Corporation (“Bose”) has unilaterally established this Minimum Advertised Price (“MAP”) Policy to announce the minimum advertised price on selected products. Bose, in its sole discretion, reserves the right to refuse to deal in a product with those resellers who fail to advertise that product at or above the announced minimum advertised price. Each reseller is free to acquiesce to our policy to avoid termination of sales in that product. This MAP Policy only applies to the advertised prices of products and not the actual price at which the products are sold. A reseller under this MAP Policy includes both indirect (through distribution) and direct purchasers. Resellers are responsible for all pricing appearing on their websites, including all third-party advertisements.

In connection with the foregoing, Bose has also unilaterally announced minimum advertising standards as set forth in Annex I attached hereto and may refuse to deal with those resellers who fail to follow those minimum standards.

**This MAP Policy in no way alters or amends the existing Bose Unilateral Policy**.

It should be understood by all resellers that no individual, including a Bose representative or employee, has any authority to modify or grant exceptions to this MAP Policy. Any attempts to modify or grant exceptions should be immediately reported to the Senior Manager, Americas Professional Systems Group. Questions pertaining to the Bose MAP Policy should also be referred to the same person.

Please be advised that all Bose products listed in Annex II are subject to the terms and conditions of the Bose MAP Policy. Bose in its sole discretion may update Annex II from time to time. Bose may from time to time announce certain promotions which may permit resellers to advertise those products listed in Annex II at prices lower than MAP retail price.

**BOSE CORPORATION MAP POLICY ANNEX I**

**PRODUCT ADVERTISING GUIDELINES**

**Effective as of September 1, 2020**

The Bose MAP Policy applies to the following advertising activities:

* Advertisements of those products set forth in Annex II in any and all forms of media including internet sites, internet forms, website features such as “click for price”, automated email or automated email responses, social media sites, apps, magazines, newspapers, circulars, posters, coupons, mailers, inserts, in store signage, on location advertising, and television or radio advertisements.

The following is not within the scope of the Bose MAP Policy:

* Rebate programs from Bose.
* The “shopping “cart” or “check out” price of a product on reseller’s website.

The following product advertising activities are consistent with the Bose MAP Policy:

* Advertising that a customer may “call for price” or “email for price” or similar language so long as no price below the Bose MAP retail price is listed.
* Advertising that a reseller will price match competitor pricing.
* Advertising free shipping or free financing

The following product advertisements are notconsidered to be consistent with the Bose MAP Policy:

* Advertising free or discounted labor and installation will constitute a violation of Bose’s MAP Policy if such inclusion has the effect of discounting the advertised price of the Bose product below its MAP.
* Advertising not to charge or to pay customer sales tax, unless part of a state sponsored tax-free offer.
* Advertising a discount offer equal to any finance charges incurred by customer.
* Advertising a bundled package in which the advertised price of the package is not the same as the total price of the items if they were purchased individually.

Bose reserves the right to change the advertising guidelines included with this MAP Policy at any time with notice to our resellers. The information contained herein is confidential and as such, no reseller of Bose products may disclose any aspects, details or information of Bose’s MAP Policy for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between such reseller and Bose. Bose shall enforce the MAP Policy in its sole discretion and without notice to resellers. Violations of the Bose MAP Policy may result in sanctions, including cancellation of pending orders, restriction of future orders, and/or reseller termination.

Please be advised that the advertising guidelines listed above are meant to serve as a general overview. Should you have specific questions regarding the implementation of a promotion, or the interpretation of the Bose MAP Policy please contact [legal\_support@bose.com](mailto:legal_support@bose.com). Bose is solely responsible for determining whether a violation of the Bose MAP Policy has occurred.