



MINIMUM ADVERTISED PRICE (MAP) POLICY

Majestic Global USA, develops and markets the latest in technology 12 Volt LED TVs and Accessories for the Marine, RV and Off Grid homes. Majestic Global USA has spent the last 15 years plus in building a strong reputation as a company and brand image for our products. This world class image supports the long-term success of our distribution network in their investment to support Majestic branded products and provide a positive and beneficial customer experience. For this reason, Majestic Global USA has determined that it will not support advertising or promotional efforts that have the effect of diminishing or detracting from the perceived value of Majestic brand and its products (the "MAP Policy"), as more fully set forth below.

A. MAP Policy. The MAP Policy is simple: No Advertising of Majestic Global USA Products below MAP Pricing. Majestic Global USA will not support advertising or promotional efforts that have the effect of diminishing or detracting from the perceived value of Majestic Global USA Branded products, subject to limited exceptions set forth herein. All advertised prices of Majestic MAP Products by Majestic Global USA dealer network, including dealers, wholesalers, retailers, online resellers, and distributors (individually, a "Dealer" and, collectively, the "Dealer Network") shall be at or above the suggested MAP Price set by Majestic Global USA in the yearly price list. "MAP Products" means those Majestic Global USA Branded Products designed as "MAP" in the yearly price list.

This MAP Policy is unilaterally set by Majestic Global USA and applies to all Majestic Global USA Dealer Network. Majestic Global USA reserves the right to choose those Dealers with whom to do business, and the terms and conditions of the business dealings.

B. No Restraint on Sales Price. Importantly, this MAP Policy does not affect the actual resale price. Dealers continue to have the right to independently set the sales prices of any Majestic Global USA Branded products. The MAP Policy solely relates to advertised prices of Majestic Global USA MAP Products.

C. Advertising. This MAP Policy applies to all forms of advertising of Majestic Global USA MAP Products. "Advertising" or "advertise" as used in this policy refers to advertising disseminated in any format, including, but not limited to, the following:

- Print (inserts, magazines, catalogs, newspapers, flyers, coupons, direct mail, displays, etc.);
- Broadcast (radio, television, web cast, caller-on-hold recordings, mobile applications);
- Email, instant message, and messages transmitted via social media;
- Website, Internet or online advertisements (banner ads, pop up ads, paid search results, ad words, website home pages, and individual product pages, third party sites,) sponsored, placed or funded by the reseller;
- Internet and online advertisements (banner ads, pop up ads, paid search results, ad words, website home pages, and individual product pages, third party sites,) sponsored, placed or funded by the reseller.
- Internet and online content soliciting consumers to "click to see price", "hover to see price" or "click through" pricing, etc.;
- Automated email responses to communicate prices below suggested retail prices or to post messages referencing a "better than advertised price", including in-cart pricing, starting prices, reserve prices, "buy it now" prices and volume quantity pricing or discounts; and,
- Billboards, signs or other similar advertising.

For avoidance of doubt, as relates to website, internet or online, "advertising" also includes all information regarding Majestic Global USA Products prior to the "point of sale" (i.e., the level or page at which the product can be purchased by placing it in the shopping cart or equivalent).

Notably, for purposes of this MAP Policy, the following practices will not be considered advertising:

- Banners, hang tags, displays, price tags, and any other form of in-store signage;
- Price quotes responding to a direct consumer inquiry, whether transmitted in person, by phone email, fax or other means of communication;
- Gift with Purchase (GWP).

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- New customer acquisition tactics, provided, however that promotional coupon code is only to be sent via email once customer information has been acquired.

D. Other Advertising Practices. The following advertising practices would constitute violations under this MAP Policy:

- Gift cards, rebates, or coupons expressly for Majestic Global USA Products, provided to consumers in exchange for purchases of Majestic Global USA products or any other products or services.

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E. Exception for “End of life products”. This MAP Policy will not apply to End of life products advertising during the “Advertising Window” as set forth in Schedule A. During this period, Dealers may advertise Majestic Global USA Products marked as “end of life” which will be removed from MAP priced products being available in store or on-line lower than suggested retail prices.

F. Third-Party Marketplace Sales. Dealers may only advertise, offer and sell Majestic Global USA MAP listed products on third-party marketplaces (online marketplaces or other third-party websites) without the express, prior written authorization from Majestic Global USA provided they meet the MAP Pricing policy. In order to effectively monitor minimum advertised process, Majestic Global USA requires that any third-party dealer or website seller must also adhere to this MAP Policy and, accordingly, requires that all Dealers:

- Ensure that third-party dealers or website sellers adhere to this MAP Policy; and,
- Monitor and report violations of this MAP Policy by its third-party dealers or website sellers.

These requirements apply to any of the Dealers’ customers, whether a brick-and-mortar dealer store or website seller maintaining its own inventory or where fulfillment is provided by the Dealer.

G. MAP Policy Violations. Dealers are responsible for adherence to this MAP Policy. Dealers authorized to sell Majestic Global USA MAP Products to third-party resellers (e.g., wholesalers) are also responsible for providing this MAP Policy to any resellers of Majestic Global USA MAP Products. In the event that Dealer fails to abide by this MAP Policy, Majestic Global USA shall have the right, in its sole discretion, to immediately revoke all discounts and marketing support, discontinue Majestic Global USA MAP Products or terminate the selling relationship and/or refuse to do business with such Dealer. Further, any third-party dealer or website seller that, as determined solely by Majestic Global USA, does not represent our company or product brands in a manner consistent with our brand image will be added to our Do Not Sell (“DNS”) list.

Notwithstanding anything to the contrary, violations of this MAP Policy will result in the following actions:

- i. First Violation. The first violation of this MAP policy will result in a 90-day suspension of all right to purchase the specific product item(s) that have been advertised in violation of the MAP Policy. Dealers will have two (2) business days from the delivery of the notification email to remove the violating advertisements from public view or this will be deemed as a second violation.
- ii. Second Violation. A second violation of the MAP Policy will result in a one hundred and eighty (180) day suspension of all rights to purchase all Majestic Global USA MAP listed products.
- iii. Third Violation. A third violation of the MAP Policy will result in an indefinite suspension of all rights to purchase Majestic Global USA MAP listed products.

To report any violations of this MAP Policy, Dealers can notify the sales representative or report via email to support@majesticelectronics.com

H. Majestic Global USA Discretion. Majestic Global USA reserves all rights or remedies available to enforce this MAP Policy. All determinations will be made unilaterally by Majestic Global USA. No failure, refusal, delay, waiver, forbearance, or omission by Majestic Global USA to exercise any right(s) herein shall constitute a waiver of this MAP Policy or as to waive or limit any lawful or contractual rights otherwise available to Majestic Global USA with respect to any Dealer.

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I. Modifications. Majestic Global USA, in its sole discretion, reserves the unilateral right to amend, modify or update this MAP Policy from time to time in its sole discretion. In such cases Majestic Global USA will make every effort to distribute the MAP Policy to Dealers. Majestic Global USA employees and independent representatives are not authorized to amend, waive, negotiate, or request, demand or accept any assurance of compliance from any Dealer with regard to this MAP Policy or price list **Majestic Pricing MAP Policy 8/2019**

For questions or inquiries regarding this MAP Policy, please contact us via email at support@majesticelectronics.com

Effective Date: August, 1st 2019.

SCHEDULE

Schedule A: End of Life Products. These products are no longer going to part of the product line and will either be replaced with a New Model or removed totally. These products do not have any MAP pricing restrictions applied to them.

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ONLINE RESELLER POLICY

To protect and promote the Majestic Brand and reputation for providing high-quality products, Majestic Global USA, has established these Online Reseller Terms & Conditions (the "Terms"), which apply to all Online Resellers of Majestic Global USA Products. All Resellers must strictly adhere to the Terms for third-party online marketplace, outlined as follows:

a. **Alterations & Bundling Prohibited.** Reseller shall sell Products in their original packaging, with all seals intact. Reseller shall not sell or label the Products as "used", "open box" or any other similar descriptors. Relabeling, repackaging (including the separation of bundled products or the bundling of products), misbranding, adulterating, and other alterations are not permitted. Reseller shall not tamper with, deface, or otherwise alter any UPC code, lot or batch code, or other identifying information on Products or packing. Reseller shall not remove or destroy any copyright notices, trademarks or other proprietary markings on the Products, documentation, or other materials related to the Products. Removing, translating, or modifying the contents of any label or literature accompanying the Products is prohibited. Reseller shall not advertise, market, display, or demonstrate non- Majestic Global USA products together with the Products in a manner that would create the impression that the non-Majestic Global USA products are made by, endorsed by, or associated with the Majestic brand.

b. **Customer Service & Product Representations.** Reseller and Reseller's sales personnel shall familiarize themselves with the features of all Products marketed for sale and must obtain sufficient Product knowledge to advise end-user customers on the selection and safe use of the Products, as well as any applicable warranty or return policy. Reseller must make itself available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly. Reseller and Reseller's agents must represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of the Majestic Brand. Reseller agrees to cooperate fully with Majestic Global USA in any investigation or evaluation of such matters.

c. **Intellectual Property.** Majestic Global USA holding company owns all proprietary rights in and to the Majestic Brand, name, logo, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "IP"). Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Reseller's status as an Authorized Reseller. Majestic Global USA reserves the right to review and approve, in its sole discretion, Reseller's use or intended use of the IP at any time, without limitation. Resellers are not to market the Majestic Brand Name in the Car Automotive Industry. All goodwill arising from Reseller's use of the IP shall inure solely to the benefit of Majestic Global USA.

d. **Termination.** If Reseller violates any of the Terms, Majestic Global USA. reserves the right to terminate the Reseller's account immediately or via the Distributor in addition to all other available remedies. Upon termination, Reseller will immediately lose its status as an Authorized Reseller and shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Reseller is an Authorized Reseller or has any affiliation with Majestic Global USA.; and (iii) using any IP.

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e. Availability of Injunctive Relief. Notwithstanding anything to the contrary herein, if there is a breach or threatened breach the Terms, it is agreed and understood that Majestic Global USA will have no adequate remedy in money or other damages at law. Accordingly, Majestic Global USA shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in the Terms of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of the Terms. No failure, refusal, neglect, delay, waiver, forbearance, or omission by Majestic Global USA to exercise any right(s) herein shall constitute a waiver of any provision herein.

f. MAP Policy. Majestic Global USA has a Minimum Advertised Price Policy ("MAP Policy") that applies to all authorized resellers. This section is intended to inform you of the MAP Policy. It does not constitute consideration for any part of this agreement between you and Majestic Global USA or its distributors, and does not separately constitute an agreement between you and Majestic Global USA regarding the price you will charge your customers for the Products. Majestic Global USA does not seek, nor will it accept, from Reseller any assurance of compliance with the MAP Policy. Majestic Global USA, in its sole discretion, reserves the right to discontinue doing business with any distributor or "Reseller" or "Reseller" that advertises any Product(s) below Majestic Global USA's Minimum Advertised Price (MAP) as per the terms and conditions of the MAP Policy Agreement.

g. Miscellaneous. Majestic Global USA reserves the right to update, amend, or modify the Terms upon written or electronic notice to Reseller and or Distributors. Unless otherwise provided, such amendments will take effect immediately and Reseller's and or Distributors continued use, advertising, offering for sale, or sale of the Products, use of the IP, or use of any other information or materials provided by Majestic Global USA to Reseller and or Distributor under the Terms following notice will be deemed Reseller's and Distributors acceptance of the amendments. No waiver of any breach of any provision of the Terms shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, nor shall it constitute a course of dealing and no waiver shall be effective unless made in writing. The Terms and any dispute arising under them shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, without regard to its choice of law rules. In the event of a dispute over the terms or performance under the Terms, Reseller and Distributor expressly submits to personal jurisdiction and venue in the federal or state courts in Broward County, Florida. If any provision of the Terms is held contrary to law, the remaining provisions shall remain valid. The following provisions shall survive the termination of the Terms:

Sections 3, 4 and 9. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EACH HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TERMS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE PARTIES ACTIONS IN THE NEGOTIATIONS, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF. THE PARTIES ACKNOWLEDGE THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY, AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING.

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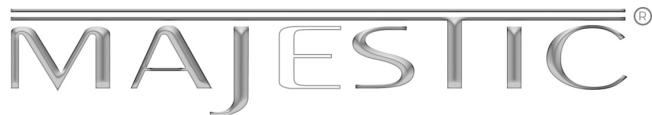
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Majestic MAP Pricing August 2019

		MAP	MSRP
LED TV RANGE			
	Description		
	<u>World's First TV with Global Tuners - 12V LED TV/DVD with ac Power Supply</u>		
MJLED194GS	18.5" LED TV 12V with DVD Player, 1x HDMI, USB, MMMI ATSC, DVB-T, DVB-S	\$ 429.95	\$ 499.00
MJLED222GS	21.5" LED TV 12V with DVD Player, 2x HDMI, USB, MMMI ATSC, DVB-T, DVB-S	\$ 529.95	\$ 610.00
MJLED323GS	32" LED TV 12V with DVD Player, 2x HDMI, USB, MMMI ATSC, DVB-T, DVB-S	\$ 645.95	\$ 759.00
DVD Range			
Model	In Dash DVD player - Open Region (No Zone locking)		
MJDVD5800	DVD player with 4x45W, DVD, CD, MP3, AM-FM Radio, SD Card & USB input	\$ 169.95	\$ 199.95
LCD/LED TV Mounting Hardware			
Model	Wall Mounting Brackets		
MJBKTLA-7C	Wall Mount Brackets with 2 Piece Slide 75mm & 100mm (15", 19" & 22")	\$ 22.50	\$ 26.49
MJAD200	Adaptor Plate for 100x100 to 200x200 for Majestic 32" LED TV	\$ 16.95	\$ 19.95
MJBKT100	Wall Mount Tilt and Swivel	\$ 29.75	\$ 34.95
	Swing Arms with 100mm Mounting Plate		
ARMLA-55-3	Swing Arm 2 Piece (mini) Elegant design multi-joint Horizontal 180 Degree Swing	\$ 129.95	\$ 155.00
MJARM2502B	Swing Arm 2 Piece Black that folds flush to the wall with locking pin and mounting level.	\$ 97.95	\$ 115.00
MJARM101	Swing Arm 1 Piece Black that folds flush to the wall with locking pin	\$ 109.95	\$ 129.00
MJARM101WP	ARM101 Additional Wall Plate for second location	\$ 16.95	\$ 19.95
MJARM102	Swing Arm 1 Piece Black Heavy Duty folds flush to the wall with locking pin	\$ 97.95	\$ 115.00
Model	TV Antenna and Accessories		
MJUFOX	UFO TV Antenna 30dB Gain with 12V power Inserter & 10M cable	\$ 163.95	\$ 192.89
MJUFOXR	UFO TV Antenna 30dB Gain with 12V with RV Wall Plate & 10M cable	\$ 163.95	\$ 192.89
MJUFOXWP	UFO X Wall Plate Only - for RV Installation	\$ 16.95	\$ 19.95
MJBKTMA007	UFO X Mast Mount Bracket	\$ 25.95	\$ 29.95
MJUFOXJ-BOX	12V Junction Box For All UFO Models	\$ 33.95	\$ 39.99
MJANTRV01	RV Antenna AM/FM/TV - 28dB Gain built in Amplifier	\$ 109.95	\$ 129.50



Majestic MAP Pricing August 2019

		MRP	MSRP
SPEAKER RANGE			
Flush Mounting Speakers			
MJSPK240B	6" Black Flush mount Dual Cone Sharp Response, Weatherproof 30Wrms Max	\$ 92.95	\$ 109.00
Ultra Slim Series (only 1" depth)			
MJSPK50	ULTRA Slim 5" Water Resistant, 30Wrms Max, Speaker Pair, White	\$ 69.95	\$ 79.99
MJSPK60	ULTRA Slim 6" Water Resistant, 30Wrms Max, Speaker Pair, White	\$ 72.95	\$ 84.99
MJSPK60B	ULTRA Slim 6" Water Resistant, 30Wrms Max, Speaker Pair, Black	\$ 72.95	\$ 84.99
Box Speakers			
MJSP5000W	White High Quality Cube speakers sophisticated design internal use 30Wrms Max	\$ 123.95	\$ 144.90
MJSP5000B	Black High Quality Cube speakers sophisticated design internal use 30Wrms Max	\$ 123.95	\$ 144.90
MJSP2000W	White Box Speaker Outdoor Weatherproof 80Wrms Max High Quality	\$ 179.95	\$ 210.99
MJSP2000B	Black Box Speaker Outdoor Weatherproof 80Wrms Max High Quality	\$ 179.95	\$ 210.99
AMPLIFIER RANGE			
Model Marine Designed Amplifier			
MJAMP4500W	White Style 55Wrms 4/3/2/1 Channel Stainless Connections	\$ 237.95	\$ 279.00
MJAMP4500B	Black Style 55Wrms 4/3/2/1 Channel Stainless Connections	\$ 237.95	\$ 279.00
5.1CH Surround Sound AMP with Video Switcher			
MJAMP5145	5.1CH AMP with 4x45 - 1x25W, 4 A/V Inputs and 3 A/V Output controls	\$ 499.95	\$ 599.00
REMOTE CONTROL			
MJRM900	Single Master Remote for the Majestic Product Range and other Brands.	\$ 85.95	\$ 99.00
SOLAR CONTROLLERS			
Model MPPT Solar Charge Controllers			
SCCMPPT20	20 Amp MPPT Solar and Wind Charge Controller	\$ 143.95	\$ 169.00
SCCMPPT40	40 Amp MPPT Solar and Wind Charge Controller	\$ 143.95	\$ 289.00