

The terms of this policy have been set forth by **Chala Group, Inc.**

MAP Policy and Acknowledgement of Authorized E-Commerce Distribution Channels

Chala Group, Inc. is committed to partnering with retailers like you to promote Chala Handbags in both physical and online stores. To that end, we must collaborate to build up and maintain customer confidence in our products. We wish to protect customers from perplexing price differences between stores, which can potentially hurt the perceived quality of our brand and the profit of all businesses involved.

For this reason, we have implemented the following Minimum Advertised Pricing "MAP" Policy to protect the Chala Handbags brand and ensure our development as a quality manufacturer of handbags and other accessories. We will not support or sell to retailers who advertise our products at a price less than our MAP pricing. The MAP policy below applies to all advertisements, including online sales, direct mail advertisements, emails, inserts, flyers, catalogs, magazines, newspapers, broadcast advertising, billboards, or other online and print advertising.

Minimum Advertised Pricing "MAP" Policy

1. All current and in-line items must not be advertised lower than the "Minimum Advertised Price" established exclusively by Chala Group, Inc. Any changes or updates to our established MAP shall be provided to Authorized Sellers as they become available.
 - a. Current and in-line items are defined as items in our most recent and up-to-date wholesale catalogs.
 - b. Shipping and Handling costs are not part of the MAP policy pricing and may not be used to reduce or offset product pricing. Product prices must be set at or above our MAP. No exceptions.
2. Products identified only by Chala Group, Inc. as sale, liquidation, or discontinued items are not subject to MAP policy price requirements.
3. Starting from January 10, 2016 (1/10/2016), any seller whose online pricing does not adhere to our MAP policy will be placed on an immediate shipping hold.
4. Special Discounts and Promotions, such as B2G1 (Buy 2 Get 1 Free Deals), are only applicable to items sold in quantities of two or more and adhere to the Chala Group, Inc. MAP price.
5. Seller is prohibited from selling our products outside of the United States without written permission from Chala Group, Inc.
6. Seller is permitted to sell to **end-consumer customers only**, the resale or distribution of Chala Group Inc. products to other retailers is prohibited.
7. The terms and conditions of this policy are confidential.

Acknowledgement of Authorized E-Commerce Distribution Channels

1. Seller may sell our line of products only through online channels that have been communicated and authorized in advance by Chala Group, Inc.
2. Seller understands and agrees that any violation of this Policy, including the sale of Chala Group, Inc. products on any unauthorized platform(s), will result in the **immediate termination** of the Seller's authorized online seller status and may lead to additional legal or corrective actions deemed necessary by Chala Group, Inc.
3. Seller acknowledges they are permitted to sell Chala Group, Inc. products solely on the business website(s) they have listed on Page 3 of this Policy. However, Chala Group, Inc. must be notified in writing prior to any such listings going live _____ (initial here)
4. Seller agrees to not sell on any U.S. or Global Amazon Marketplace(s) unless they have obtained exclusive authorization by Chala Group, Inc. _____ (initial here)

5. Seller agrees to not sell on Walmart.com unless they have obtained exclusive authorization by Chala Group, Inc. _____
(initial here)
6. Seller agrees to not sell on eBay.com unless they have obtained exclusive authorization by Chala Group, Inc. _____
(initial here)
7. Seller agrees to not sell on META Marketplaces (Facebook or Instagram Shops) unless they have obtained exclusive authorization by Chala Group, Inc. _____
(initial here)
8. Seller agrees to not sell on TikTok Shop unless they have obtained exclusive authorization by Chala Group, Inc. _____
(initial here)
9. Seller agrees to not sell on Temu unless they have obtained exclusive authorization by Chala Group, Inc. _____
(initial here)
10. Seller agrees to not sell on Poshmark, Shoptiques, Jet, Gem, Groupon, Overstock, Newegg, Mercari, Alibaba, Let Go, OfferUp, ThredUP, or any other 3rd party distribution channel(s) unless they have obtained exclusive authorization by Chala Group, Inc. _____
(initial here)

Thank you for your understanding and compliance with this policy. We hope that this will help maximize the profit of Chala Handbags in both physical and online stores.

It is important that Chala Group, Inc. has a clear understanding of our retailers and their distribution channels. **Below, please provide a list of all D.B.A.s, website URLs, and names of any other business under which the Seller intends to sell our products.** Failure to list **all** e-commerce distribution channels may result in the denial of the Seller's request to become an authorized online seller of Chala Group, Inc. products.

***The above field must not be left blank**

By signing below, the Seller acknowledges that they have read, understood, and agree to comply with the terms of the Chala Group, Inc. MAP Policy and Acknowledgement of Authorized E-Commerce Distribution Channels.

Signature

Date

Printed Name/Title

Email Address

D.B.A. (Doing Business As)

Phone

Address

Please complete and return via email or fax, thank you. Email: info@chalagroup.com | Fax: (310) 697-8900

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CHALA - Marketing Materials Usage Guidelines

Qualifications/Purpose of Use:

- The provided product and lifestyle images should be used solely for the promotion of CHALA. They should not be used for any other purpose, such as promoting other brands or products. They should not be shared with third parties or used in collaborations with other brands without prior written consent.
- These images are only authorized for use by active CHALA customers. For use to advertise the sale of CHALA products online, customers must review and sign our MAP Policy and Agreement to Refrain from Selling via Third Party.

Brand Consistency:

- Ensure that all usage of images maintains the integrity and consistency of CHALA. Do not use the images or materials in any manner that is defamatory, obscene, misleading, or otherwise harmful to the brand's reputation.
- Avoid using the images in any illegal, immoral, or inappropriate contexts.

Image Quality:

- Do not lower the resolution to less than 72 dpi for digital use. Always use the images as provided to ensure professional quality in all promotional materials. Do not use images that are blurry, pixelated, or otherwise of low quality.
- For print materials, ensure that the images are printed at a high resolution (300 dpi) to maintain quality. For large posters and banners, high-resolution images can be available upon request. Do not print the images on materials that could distort their appearance (e.g., overly textured surfaces).

Modification Restrictions:

- Do not alter the images or materials in any significant way. This includes, but is not limited to, cropping, adding filters, changing colors, or overlaying text unless specifically allowed by CHALA.
- Minor adjustments for fitting purposes (e.g., resizing) are generally allowed as long as the aspect ratio is maintained and the image quality is not compromised.

Social Media and Digital Platforms:

- When using images on social media or other digital platforms, tag or credit CHALA (@chalahandbags) as the source of the content where possible.

Trademark and Copyright:

- The images and marketing materials provided remain the sole property of CHALA. Users are granted a limited, non-transferable right to use the materials solely for the purpose of promoting CHALA products.
- The rights are non-transferable. Customers cannot assign or transfer these rights to another party.

CHALA - Logo Usage Guidelines

Correct Logo Usage:

- Always use the official logo files provided by CHALA. Do not use any other versions of the logo.
- Use the logo in its entirety. Do not alter, crop, or edit any part of the logo.

Color Specifications:

- Use the logo in its original colors as specified in the brand guidelines.
- If color printing is not possible, a monochrome (black or white) version of the logo may be used. Ensure that the logo is always legible against the background.

Clear Space:

- Maintain a clear space around the logo to ensure it stands out. The clear space should be at least the height of the logo itself on all sides, free from any other text or graphics.

Minimum Size:

- Ensure that the logo is always reproduced at a size where it is clearly legible.

Acknowledgment

I, the undersigned, acknowledge that I have received and reviewed the CHALA Marketing Materials Usage Guidelines and the Logo Usage Guidelines. I agree to comply with these guidelines and understand that any misuse of the materials provided may result in the revocation of usage rights.

Company Name: _____

Customer Name: _____ **Title:** _____

Signature: _____ **Date:** _____

Please sign and submit this acknowledgment to CHALA at info@chalagroup.com to confirm your agreement. If you have any questions, send an email to our customer service team. Guidelines are subject to change without notice.