Clothing Minimum Advertised Price and Promotions Policy

The following Policy applies to all approved \*COMPANY NAME\* (“\*COMPANY NAME\*”) dealers in all channels of distribution, whether they sell through “brick and mortar” stores, on-line websites, catalogs, or any other means. This Policy is intended to provide all approved U.S.-based dealers and any affiliates with \*COMPANY NAME\*'s policies regarding minimum advertised pricing and allowed promotional periods. This policy does not apply to Canada and retailers operating within the Canadian territories. This Policy applies to all \*COMPANY NAME\* products (current and in-season, but not discontinued) with the exception of \*COMPANY NAME\* logo wear and promotional items (i.e. T-shirts, hats, bottle openers, etc).

Each\*COMPANY NAME\*dealer is free to decide independently whether or not to follow this policy. However,\*COMPANY NAME\* will take the actions described below for any violations. \*COMPANY NAME\* does not ask for, nor will \*COMPANY NAME\* accept, any assurance of compliance or agreement from a dealer regarding this policy. In addition, \*COMPANY NAME\* will not negotiate any conditions of acceptance related to this policy. Nothing in this policy is intended to be, nor shall be construed as, an agreement between \*COMPANY NAME\* and any dealer as to the prices at which the dealer resells \*COMPANY NAME\* products.

1. Advertised Price: It will be a violation of this Policy if \*COMPANY NAME\* determines to its sole satisfaction that a dealer has advertised a \*COMPANY NAME\* product below the suggested retail price (MSRP) published in the official Dealer Price List, subject to the terms outlined below. Approved Minimum Advertised Price is equal to MSRP, not any lower.
2. MAPP rules and enforcement apply to all \*COMPANY NAME\* in-line/current product categories and catalogs.
3. Forms of “advertising” include, but are not limited to, internet websites, banner ads, print in newspapers, inserts, flyers, newsletters and catalogs. For purposes of internet sales under this policy, the term “advertised price” will refer to any price visible on the website of the seller as well as mass email campaigns on behalf of the seller, except that it does not include a price shown for an item placed into a “shopping cart” visible only at checkout, or a price available by contacting the retailer for a quoted price. Approved internet dealer may not advertise or imply that a price below \*COMPANY NAME\* MSRP will appear in the shopping cart once product is added, outside of the six (6) approved promotional windows. Examples of advertised messages not allowed outside of approved promotional windows: “Buy any three (3) pair of \*COMPANY NAME\* gloves and receive a fourth pair FREE”, “See shopping cart for special pricing.”

Bundling: It is not allowed under this policy for \*COMPANY NAME\* products to be advertised together at a single price or with a discount incentive outside of the approved promotional windows that is lower than the sum of the individual MSRP. However, it shall not be a violation of this Policy to offer free or reduced shipping with the purchase of a \*COMPANY NAME\* product at MSRP.

Accepted Promotional Periods: Dealers may advertise\* COMPANY NAME\* products below MSRP with out violating this policy if the following guidelines are observed:

1. Approved promotion occurs within the defined promotional windows:

\*ENTER HOLIDAY TABLE\*

1. Dealer must notify \*COMPANY NAME\* sales management of their intent to advertise \*COMPANY NAME\* product below MSRP in any of the approved promotional windows at least fourteen (14) days in advance of the promotion.
2. Promotions are allowed only on product owned and physically inventoried by approved \*COMPANY NAME\* dealer
3. Promotional discounting: Dealer may not advertise discounts greater than 25% off of MSRP on any specific item or category.
4. It is not a violation of this policy to send a limited-time, single-use discount code in exchange for membership and/or newsletter registration; however, advertising a discount incentive on-site at time of registration is not allowed.
5. Styles identified as “discontinued” or “close-out” are exempt from non-promotional periods as long as they are clearly identified as prior season product or discontinued product and are separated from in-line product. Dealers may not present “range pricing” that combines discontinued product with in-line product (i.e. $15.99 - $20.00 for discontinued style or in-line style).

Non-branded generic store discount coupons: \*COMPANY NAME\* product may be included in generic store coupon/gift card promotions outside of defined periods as long as the following guidelines are followed:

1. Coupons and Gift Cards may NOT directly mention, highlight, or include \*COMPANY NAME\* logo or name
2. Coupon discount and Gift Cards, as it relates to \*COMPANY NAME\*, may only be applied to \*COMPANY NAME\* product which is advertised at full MSRP
3. Limit to two (2) coupon events per year, one (1) per season, that include \*COMPANY NAME\* product
4. Dealer must notify \*COMPANY NAME\* sales management of their intent to offer coupon which would include

\*COMPANY NAME\* product at least fourteen (14) days in advance of the promotion

1. Store “coupons” and “gift cards” may not be advertised as additional incentive to purchase \*COMPANY NAME\* product on any third-party platforms

Internet and Third-Party Sites: Dealer must have prior written approval through \*COMPANY NAME\* sales management to offer any \*COMPANY NAME\* product on dealer’s own website, Amazon.com, and eBay Stores (eBay Auctions not allowed), or any other third-party website. Jet.com, Walmart.com, and Sears.com are NOT approved sites for \*COMPANY NAME\* sales. \*COMPANY NAME\* views dealer’s own website and third-party sites as unique dealer locations and may at any time for any reason request dealer to remove all \*COMPANY NAME\* products from the dealer’s own website, Amazon.com or other third-party selling platforms.

Dealers approved to offer \*COMPANY NAME\* product via Amazon.com or other third-party sites are:

• required to have prior written approval from \*COMPANY NAME\* sales management to sell on these sites
• limited to one account offering \*COMPANY NAME\* products on any approved third-party platform unless written

approval for multiple accounts is provided by \*COMPANY NAME\* management
• required to identify its operating account name for said platform and receive written approval from \*COMPANY NAME\* management
• required to utilize \*COMPANY NAME\* generated product images, content, color names, and technical specs for all products offered.

It is a violation of this Policy to advertise, except during the six (6) defined promotional windows, prices below MSRP on \*COMPANY NAME\* products through any internet site other than the Dealer’s own website or approved third- party site. For example, this policy does not allow dealers to advertise pricing below MSRP on \*COMPANY NAME\* products through websites such as Amazon.com or other approved third party sites except during the six (6) defined promotional windows (see item #1 in “Accepted Promotional Periods” section). Dealer may only offer \*COMPANY NAME\* products through third-party sites outside the defined promotional windows at MSRP, except that free or reduced shipping may be offered without violating this Policy.

Auction Sites: It is a violation of this policy for approved dealers to offer any \*COMPANY NAME\* products for sale via eBay auctions, Yahoo auctions, UBid or other auction-type sales methods.

eBay Stores: \*COMPANY NAME\* will consider the approval of eBay Stores from qualified \*COMPANY NAME\* dealers as long as the dealer meets the strict requirements listed below.

•  Dealer is already an existing and approved \*COMPANY NAME\* retailer.

•  Request approval from \*COMPANY NAME\* sales management for eBay Store in writing and confirmed via the

\*COMPANY NAME\* Dealer Agreement.

•  Advertise/offer \*COMPANY NAME\* products no lower than current MSRP guidelines.

•  Auction buttons or “best offer” bids are not allowed for in-line or discontinued product.

•  Utilize \*COMPANY NAME\* generated product images for all \*COMPANY NAME\* products offered via eBay Store.

•  Utilize \*COMPANY NAME\* generated technical specs for all \*COMPANY NAME\* products offered via eBay Store.

•  Dealer must maintain a minimum 99% “customer approval” rating on requested site.

Failure to adhere to the above eBay store requirements will call for immediate removal of all \*COMPANY NAME\* products from this site, and \*COMPANY NAME\* will immediately and without warning apply appropriate actions as outlined in the Violations paragraph below.

Violations: Any violations of this Policy will be subject to the following unilateral actions by \*COMPANY NAME\*:

First MAP Offense:

\*COMPANY NAME\* will stop shipments of all \*COMPANY NAME\* products for a period of 60 days beginning from the moment the offense was first noted by \*COMPANY NAME\* sales management. Dealer will be removed from the Dealer Locator feature on the \*COMPANY NAME\* website for the same 60-day period. If offending dealer is approved to be selling on Amazon.com or other third-party site/s, said dealer will be required to remove all \*COMPANY NAME\* products from third-party site for a period of 60 days.

Second MAP Offense:

\*COMPANY NAME\* will stop shipping ALL \*COMPANY NAME\* products for a period of 90 days beginning from the moment the offense was first noted by \*COMPANY NAME\* sales management. Dealer will be removed from the Dealer Locator feature on the \*COMPANY NAME\* website for the same 90-day period. If offending dealer is approved to be selling on Amazon.com or other third-party site/s, said dealer will be required to remove all \*COMPANY NAME\* products from third-party site for a period of twelve (12) months.

Third MAP Offense:

\*COMPANY NAME\* will discontinue its commercial relationship with the dealer. Dealer may reapply for authorization to become an approved \*COMPANY NAME\* dealer no sooner than six (6) months after official termination.

Policy Changes and Contacts: \*COMPANY NAME\* representatives are not authorized to alter this policy, or to ask dealers to advertise or sell products at or above certain prices. \*COMPANY NAME\* reserves the right at any time to announce modifications of this policy, which shall remain in effect until terminated by \*COMPANY NAME\*. Authorized \*COMPANY NAME\* management may decide at its sole discretion to create exceptions to this policy for any dealer at any time. \*COMPANY NAME\* will not respond to any retailer commenting on the behavior of another retailer nor will \*COMPANY NAME\* provide retailers any information regarding any investigation undertaken or its results.

Any questions related to this policy should be directed to the Director/s of Sales for \*COMPANY NAME\* via

map@\*COMPANY NAME\*.com.