



AAMP Global Unilateral Minimum Advertised Price (MAP) Policy

Because AAMP Global, on behalf of itself and its subsidiaries and affiliates, hereinafter “AAMP,” believes that the performance, high quality and other attributes of its branded products are best conveyed by advertising that focuses on these features, and because AAMP desires to preserve the brand image associated with its products, AAMP has adopted this Minimum Advertised Price Policy (the “MAP Policy”) to support advertising that promotes these objectives. This MAP Policy is the unilateral policy of AAMP. This policy applies to dealers and other authorized resellers including wholesalers (in either case, an “authorized reseller”) of any products sold in the United States.

It is a violation of this MAP Policy for an authorized reseller to advertise in Covered Media (as defined below) any Covered Product (as defined below) at a price below the current Minimum Advertised Price (as defined below) for such product. In addition, any advertising that, although in technical compliance with the terms of this MAP Policy, violates the spirit and intent of this policy (as determined solely by AAMP) shall be deemed a violation of this policy. AAMP reserves the right to make any changes it deems necessary to this policy from time to time.

All authorized resellers are required to ensure that their resellers and dealers comply with this policy. AAMP will consider any violation of this MAP Policy by such downstream authorized dealers as a violation of this MAP Policy by the relevant authorized wholesaler. In order to facilitate compliance with this policy, AAMP will deem it a violation of this MAP Policy to fail to (1) track the serial number of products sold to other authorized resellers, and/or (2) provide to AAMP upon request the business name and website address of any authorized reseller in violation of this policy.

Nothing in this MAP Policy is intended to set or limit the price(s) at which authorized resellers sell their products (including any Covered Product), and each authorized reseller is free to set its own sales prices. Instead, this policy merely restricts the prices listed in any advertisement in Covered Media. Therefore, no employee or representative of AAMP has



any authority to tell any authorized reseller what its resale prices must be, nor to inhibit in any way such reseller's independent pricing decisions.

1. COVERED MEDIA

This MAP Policy applies to all forms of advertising including, but not limited to, the following (collectively, "Covered Media"):

- Print ads (inserts, magazines, catalogs, circulars, newspapers, etc.)
- Broadcast (radio and TV)
- Direct mailers, including e-mail
- Faxes
- Internet ads and prices shown on the internet (but see "SPECIAL INTERNET PROVISIONS" below)
- Social media
- Billboards

Provided, however, that this MAP Policy does not apply to (and the term "Covered Media" shall not include) the following:

- In-store displays, In-store banners, In-store price markings
- Quotes, contracts, governmental bids
- Internet site "checkout" pages or "shopping cart" pages where the customer makes their final purchase election

2. COVERED PRODUCTS & APPLICABLE MINIMUM ADVERTISED PRICE

From time to time, AAMP will publish on aampglobal.com, and/or will mail or e-mail to its authorized resellers a list identifying:

- The products subject to the Minimum Advertised Pricing Policy (the "Covered Products");
- The period of time such Covered Products are subject to the MAP Policy; and
- The applicable minimum advertised price (the "Minimum Advertised Price") for such Covered Products.



AAMP reserves the right to modify or change the Covered Products, the Minimum Advertised Price(s), and any other provisions of this MAP Policy at any time, without prior notice, such changes and modifications to be effective upon the date such changes are first published by AAMP. Upon withdrawal of a Covered Product from the MAP Policy (as set forth on any such updated list), the MAP Policy shall no longer apply with respect to such product.

The MAP Policy does not apply to discontinued products as long as the advertisements in question specifically and conspicuously identify the products in question as such.

MAP Policy includes product specifically outlined with MAP pricing on dealer price sheet.

3. CONVENTIONS

Bundling and Value-Added Offers: All bundles must be advertised at or above the cumulative MAP Policy price of the Covered Products. If a Covered Product is bundled with a non-AAMP product, the advertised bundle price must be at or above the MAP Policy price of the Covered Product plus the price of the non-AAMP product, if sold separately. If a covered product is bundled with a gift card or similar item with a specific dollar value, the advertised bundle price must be at or above the MAP price of the Covered Product plus the value of the other item. The advertisement cannot state or imply that the Covered Product is free or discounted in any way. Bundling should not be used to “camouflage” discount advertising of Covered Products. *Discounts and Savings “Call-Outs”:* Advertisements for Covered Products may include category, percentage or specific dollar amount discounts. If such discounts result in a net price lower than the MAP Policy price of a Covered Product, then such advertisement will be a MAP violation unless the category discount applies proportionally to similar products or suppliers.

4. CERTAIN ADVERTISEMENTS NOT VIOLATIVE OF MAP

The following advertisements shall not (absent other circumstances) constitute a violation of the MAP Policy:



- Advertising without any reference to price
- Advertising that states “Call for Price” or similar statements
- Advertising that promises to match or beat prices from competitors

5. SPECIAL INTERNET PROVISIONS

Advertising on the Internet is subject to this MAP Policy. Examples of Internet advertising that must comply with the MAP Policy include:

- The authorized reseller’s website and banners (digital advertising)
- The authorized reseller’s banners or advertising on sites owned by other parties (such as portal sites and news sites)
- Listings on shopper sites that accumulate and display advertised pricing from unrelated websites if sponsored or funded by the authorized reseller, or if the authorized reseller submits information to the shopper site
- Auction sites where a minimum bid is communicated by the authorized reseller
- Content included on any of authorized reseller’s social media (e.g., Facebook, Twitter, etc.) or advertising on social media by authorized reseller

6. “CALL FOR PRICE” OR “ADD TO CART FOR PRICE”

“Call for Price” or “Add to Cart for Price” is acceptable. A product that has been placed in the “shopping cart” or which appears on similar “check-out” pages where the customer makes their final purchase can be shown on such page at any price.

7. QUESTIONS REGARDING THE POLICY

All questions regarding the MAP Policy shall be addressed to AAMP’s MAP Policy Administrator at mapadmin@aampglobal.com (the “MAP Policy Administrator”). No other AAMP representative is authorized to confirm compliance with this policy, discuss it, or amend it.



AAMP will not respond to any questions or comments from one authorized reseller about the activities of any other authorized reseller. AAMP SALES PERSONNEL HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS MAP POLICY OR HAVE ANY COMMUNICATIONS WITH ANY RESELLER REGARDING VIOLATIONS OF THIS MAP POLICY.

AAMP neither solicits, nor will it accept, any assurance of compliance with this MAP Policy. Nothing in this MAP Policy or in any other contract or agreement with AAMP shall constitute an agreement between AAMP and any authorized reseller that the authorized reseller will comply with this MAP Policy. AAMP alone is responsible for enforcing this MAP Policy and will do so unilaterally.

8. CONSEQUENCE OF VIOLATIONS

Each advertisement of a Covered Product priced below the MAP will be a violation of this MAP Policy. In the event an authorized reseller chooses not to follow this MAP Policy, sanctions will be unilaterally imposed by AAMP. Violations of MAP Policy shall be determined by AAMP at its sole discretion.

In addition to the specific penalties described below, AAMP reserves the right (to the extent otherwise permitted by applicable law) to take any action it deems reasonable to respond to any MAP Policy violations. AAMP further reserves the right to withhold sales of MAP-qualifying products to any reseller or wholesaler at any time at its sole discretion regardless of MAP violations.

Violations of this MAP Policy by a retailer will result in the following penalties:

- First violation: Verbal or written warning. The violating authorized reseller will have 2 business days to comply before it is considered an additional infraction
- Second violation within 12 calendar months: Forfeiture of authorized reseller status (i.e., AAMP will not accept new orders on MAP products) for a period of sixty (60) days.



- Third violation within 12 calendar months of a second violation: Forfeiture of authorized reseller status (i.e., AAMP will not accept new orders on MAP products) for a period of one hundred eighty (180) days.
- Fourth violation within 12 calendar months of a third violation: Forfeiture of authorized reseller status (i.e., AAMP will not accept new orders on MAP products) for a period of three hundred sixty (360) days.

Violations of this MAP Policy by a wholesaler will result in the following penalties:

- First violation: Verbal or written warning. The violating authorized reseller will have 3 business days to comply before it is considered an additional infraction.
- Second violation within 12 calendar months: Verbal or written warning. The violating authorized reseller will have 3 business days to comply before it is considered a third infraction.
- Third violation within 12 calendar months: Forfeiture of authorized reseller status (i.e., AAMP will not accept new orders on MAP products) for a period of sixty (60) days.
- Fourth violation within 12 calendar months of a third violation: Forfeiture of authorized reseller status (i.e., AAMP will not accept new orders on MAP products) for a period of one hundred eighty (180) days.
- Fifth violation within 12 calendar months of a four violation: Forfeiture of authorized reseller status (i.e., AAMP will not accept new orders on MAP products) for a period of three hundred sixty (360) days.

November 11, 2016