

# Wiley's Finest™

## Minimum Advertised Pricing Policy

Wiley's Finest, LLC ("Wiley's Finest") actively supports the advertising and promotion of its products by its domestic dealers and distributors through materials provided by Wiley's Finest at no or nominal cost. Wiley's Finest has built a strong reputation and following among consumers. Wiley's Finest has determined that it shall not support through advertising or promotional materials, cooperative advertising or otherwise, advertisements or promotional materials that have the effect of diminishing or detracting from the perceived value of the Wiley's Finest products.

Effective as of August 1, 2018, Wiley's Finest has established a minimum advertised price ("MAP") on all Wiley's Finest products. The Policy applies only to U.S. and Canadian dealers and distributors.

The MAP Policy shall work under the following guidelines:

1. Wiley's Finest will establish Minimum Advertised Price ("MAP") for its products. The MAP may be adjusted by Wiley's Finest at its sole discretion.
2. This Policy applies to all advertisements for any Wiley's Finest products in any and all media, including, but not limited to: flyers, posters, coupons, mailers/emails, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio and other public displays.
3. The MAP specifically includes a **maximum allowed advertised discount of twenty (20) percent off "single item" Manufacturer Suggested Retail Price ("MSRP")** as indicated by the current pricing supplied by Wiley's Finest, excepting there from any special promotion pre-approved in writing by Wiley's Finest. Wiley's Finest retains the right to modify MSRP at any time and will notify all dealers and distributors of such price modifications. All dealers and distributors must implement such modifications within sixty (60) days from the date of receipt of such notice.
4. This Policy applies only to advertised prices and does not apply to the price at which Wiley's Finest products are actually sold or offered for sale to an individual consumer within the dealer's retail location. "Retail location" is defined as the physical place or online e-tailer website where end-users can physically buy or order online and take immediate delivery of Wiley's Finest products. The final sales price remains totally at dealers' and distributors' discretion.
5. The inclusion in advertising of free or discounted products (whether made by Wiley's Finest or another manufacturer) with a product having a designated MAP would be contrary to the Policy if it has the effect of discounting the advertised price of the covered product below the MAP.
6. This Policy does not establish maximum advertised prices. All dealers and distributors may offer Wiley's Finest products at any price in excess of the MAP established for such product.
7. This Policy does not in any way limit the ability of any dealer to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price", that consumers should

“call for a price” or phrases of similar import as long as the price advertised or listed for the products is not less than MAP.

8. Wiley’s Finest may periodically discontinue products or engage in promotions with respect to certain items. In such events, Wiley’s Finest may, at its discretion, modify or suspend the MAP with respect to the affected products by timely notifying all dealers of such change.
9. Dealers and distributors that do not abide by this Policy are generally ineligible for Wiley’s Finest support of advertising or promotional materials, cooperative advertising, discounts or post-sale services. Violations of this Policy may, at Wiley’s Finest’ sole discretion, result in reduction or elimination of discounts for a dealer or distributor to purchase Wiley’s Finest products. Intentional and/or repeated failure to abide by this Policy may result in termination of dealership or distributorship. Wiley’s Finest will not provide prior notice or issue warnings before taking any action under this Policy. Wiley’s Finest will consider each violation based on its own merit, and any decision by Wiley’s Finest to terminate a dealership or distributorship cannot be appealed. Wiley’s Finest failure to enforce the Policy at any time shall not be deemed a waiver of its right to enforce the Policy in the event of future violations.
10. Wiley’s Finest reserves the right to sell products outside of this Policy at its sole discretion.
11. No Wiley’s Finest sales representative or broker representative has authority to modify or alter this Policy.

**PLEASE REVIEW THIS DOCUMENT CAREFULLY AND COMMUNICATE IT TO ALL INDIVIDUALS WITHIN YOUR ORGANIZATION. IT GOVERNS CERTAIN CONDITIONS OF SALE FOR FUTURE ORDERS.**