

**OOLY Minimum Advertised Price
Policy November 1, 2019 (United States
Only)**

1. Purpose

OOLY, LLC (“OOLY”) has unilaterally decided that its business interests are best served through the adoption of a Minimum Advertised Price Policy for its products. OOLY designs, manufactures and markets products under the OOLY premium brand, which identifies those products to the consuming public as having characteristics of excellence and superior quality. OOLY has invested significant resources in product design, development and marketing to build and maintain its reputation for high quality and to generate goodwill in all the OOLY brands. This Minimum Advertised Price is designed to: (1) ensure its products' quality, reliability, and safety; (2) uphold the OOLY products' brand as a premium product offering; and (3) support OOLY Online Dealers to provide top-level service to their customers.

2. Effective Date

This Minimum Advertised Price Policy (“MAP Policy”) was initially effective December 1, 2018 and this updated policy is effective November 1, 2019 and supersedes all prior OOLY MAP Policies.

3. MAP Policy Coverage This MAP Policy applies to all OOLY products sold by its Online Dealers in the United States. This MAP Policy applies to the advertisement of all OOLY products in all media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic

media, television, radio and public signage. This MAP Policy also applies to all OOLY products sold via any retailers' website, including but not limited to an original company website and/or any and all affiliate websites where retailers advertise OOLY products electronically. This MAP Policy does not apply to any in-store advertisements of OOLY products that are displayed within a physical wholesale or retail location. Further, this MAP Policy only applies to advertised prices, not selling prices. Online Dealers remain free to establish their own resale prices. Each Online Dealer is required to notify OOLY in writing of each and every internet website used to advertise and sell OOLY products prior to advertisement or sale. This MAP Policy also does not apply to OOLY Products that are discontinued by OOLY (in its sole discretion).

4. Minimum Advertised Price

The current listing of products and applicable MAP prices are published on OOLY's Manufacturer's Suggested Retail Price ("MSRP") List located on OOLY's website <https://wholesale.ooly.com/t-ordering-policy.aspx>. The products and MAP may be changed from time to time only by OOLY in its sole discretion. Online Dealers are responsible for remaining current with MAP Policy, products and pricing.

5. MAP Policy Compliance

The minimum advertised price is the net advertised price, net of all discounts, rebates, coupons, etc. Any attempt to conceal or disguise the net advertised price of any OOLY products, directly or indirectly, will be considered an attempt to undermine the MAP Policy and will therefore be considered a violation of the MAP Policy. Such attempts may include, but are not limited to: The use of rebates, volume incentives or any other discounting, not pre-approved by OOLY;

- The use of gifts, premiums, or services associated with the purchase of any OOLY products, not pre-approved by OOLY;
- Bundling OOLY products together where the total net advertised price for the bundle is less than the combined MAP prices for the bundled products, not pre-approved by OOLY; and
- Omitting an advertised price, substituting “Call/Email for Special Pricing,” or any other language designed to obscure the advertised price.

The following situations are not considered to be a violation of the MAP Policy: free shipping, sales tax rebates, point of sale signs, other shipping packaging.

6. Intellectual Property OOLY is the sole owner of all intellectual property rights associated with its products, including, but not limited to, all patent licenses, copyrights, registered and applied-for trademarks, trade names, brands, images, descriptions, and likenesses of its products ("Intellectual Property"). No alterations or assignments to OOLY's Intellectual Property will be allowed without prior written consent from OOLY. OOLY reserves the right to revoke Intellectual Property usage privileges at any time for any reason without prior notification or warning to any Online Dealer. Online Dealers acknowledge that OOLY is the owner of the Intellectual Property and confirm and agree that any use of the Intellectual Property by the Online Dealers and any goodwill generated by its use by the Online Dealers shall enure to the exclusive benefit of OOLY.

7. OOLY Advertising Contributions To support its Online Dealers, OOLY contributes the cost of all marketing materials such as the OOLY website, product images, product descriptions, catalogues, merchandising solutions, public relations, traditional and digital media to support its brand and in doing so furnishes a limited right to use to OOLY Intellectual Property for the express purpose of supporting its Online Dealers' online

advertising of all OOLY products. All online advertisements using OOLY products or any OOLY Intellectual Property must fully comply with all local, state and federal laws on advertising.

8. MAP Policy Noncompliance

OOLY shall determine any noncompliance of this MAP Policy, in its sole discretion. OOLY will not accept any communication from any Online Dealers regarding the willingness of retailers to bring its advertised prices into compliance with the MAP Policy. In the event a retailer chooses not to follow this MAP Policy, OOLY has the unilateral right to: a) revoke marketing allowances; b) revoke Intellectual Property use privileges; and/or c) terminate the business relationship altogether.

9. No Agreement - Unilateral Action

This MAP Policy has been unilaterally developed and adopted by OOLY and will be unilaterally enforced by OOLY. The business relationship between OOLY and each of its Online Dealers remains independent and “at will” and as such OOLY reserves the right to terminate such business relationship without cause and at any time. Nothing in this MAP Policy is intended to be a contract or agreement between OOLY and any Online Dealer as to the terms of this MAP Policy. OOLY will not enter into any discussions with any Online Dealer on any conditions of acceptance related to this MAP Policy, as it is non-negotiable, and will not be altered for any Online Dealer. OOLY neither solicits, nor will it accept, any assurance of compliance with this MAP Policy from any Online Dealer. It is entirely within the discretion of the Online Dealer whether to comply or not comply with this MAP Policy.

10. MAP Policy Modifications

OOLY reserves the unilateral right to modify, suspend, or discontinue this MAP Policy, in whole or in part, or designate promotional periods during which the terms of this MAP Policy change or designate periods of time during which this MAP Policy is not applicable.

11. Compliance with Laws

Online Dealers must comply with all federal, state, and local laws while advertising and selling OOLY products, including but not limited to all truth-in-advertising laws.

12. Contact Information

OOLY sales personnel have no authority to modify or grant exceptions to the MAP Policy or have any communications with any Online Dealer regarding the terms or non-compliance with this MAP Policy. All questions or comments regarding this MAP Policy are to be directed to the policy administrator at OnlineAdmin@ooly.com.