



MINIMUM ADVERTISED PRICE POLICY

James Martin Signature Vanities, LLC ("James Martin") has unilaterally established a Minimum Advertised Price ("MAP") policy for James Martin products for the benefit of all of its valued resellers.

1. Purpose: James Martin's goal in enacting this unilateral MAP policy is to maintain its reputation of providing consumers with high quality products.
2. Minimum Advertised Pricing: This MAP policy shall apply to all authorized resellers of James Martin products in the United States (collectively "Resellers"). Products subject to this policy and the corresponding MAP shall be specified in writing by James Martin from time to time (the "James Martin MAP Covered Products"). Subject to the terms and conditions of this MAP policy, Resellers may not advertise or promote James Martin MAP Covered Products at a price less than the minimum advertised price established by James Martin for any such product. It shall be a violation of this MAP policy for Resellers to sell James Martin MAP Covered Products to entities or individuals that advertise or promote James Martin MAP Covered Products at a price less than the minimum advertised price established by James Martin or otherwise violate this policy. Notice of any changes to this policy or subject products will be provided to Resellers in writing indicating the effective date of any such change.
3. Limitation of Policy: Without limiting any of the foregoing, this policy shall apply to advertising price only and in no way is intended to affect the actual selling price of James Martin MAP Covered Products. Resellers remain free to independently set whatever selling prices they choose. In addition, compliance with this policy remains at all times solely in the discretion of each Reseller.
4. Advertising Media: This MAP policy shall apply to advertising on the internet (webpages, banner ads, 3rd party sites, etc.) for all James Martin MAP Covered Products. It shall be a violation of this MAP policy to use advertisements that offer coupons, discounts, or other incentives for James Martin MAP Covered Products that result in an advertised price lower than the minimum advertised price established by James Martin.

This MAP policy shall not apply to:

- i. In-store displays, signage, and product price markings;
 - ii. Price quotes; or
 - iii. Internet site "checkout" pages where the consumer makes the final purchase and payment elections.
5. Advertising Guidelines: All advertisements of James Martin MAP Covered Products that include prices must meet the following requirements in order to be deemed in compliance with this MAP policy:
 - i. All advertisement(s) must include the James Martin model numbers that are complete or sufficient, in James Martin's sole discretion, to specifically identify the James Martin MAP Covered Products.

- ii. All advertisement(s) must display appropriate brand name prominently containing the correct authorized logo and product imaging. Display advertisement(s) deliberately illustrating James Martin products without the brand name fail to meet merchandising principles that emphasize the value and quality of James Martin branded products.
- 6. Non-Compliance with Policy: In the event that James Martin determines that a Reseller has violated this MAP policy, James Martin shall take any or all of the following actions:
 - i. Provide a written warning of non-compliance with the MAP policy and a period of twenty-four (24) hours in which to ensure compliance;
 - ii. Withhold shipment of new orders for James Martin MAP Covered Products; and
 - iii. Take such further action as James Martin deems, in its sole discretion, to be reasonable and appropriate.

Any violating advertisement that has not been removed or withdrawn from public display within 24 hours of being notified by James Martin of a violation shall automatically be deemed a further violation for purposes of the consequences listed above.

- 7. Policy Holidays: James Martin, in its sole discretion, may suspend this policy for a limited period of time on certain designated holidays ("MAP Holiday"). In the event of a MAP Holiday, certain conditions and restrictions will apply as announced by James Martin.
- 8. Interpretation: Interpretation and application of this MAP policy shall be made exclusively by James Martin in its sole discretion. James Martin will not provide prior notice before taking actions under this policy.
- 9. Confidentiality: The terms of this MAP policy are confidential and may not be disclosed to other parties.
- 10. Communication: James Martin will not ask for, nor will it accept or discuss, any assurances of compliance or agreement from a Reseller regarding this MAP policy. Under no circumstances are James Martin employees or sales representatives authorized to, nor shall they, discuss with any Reseller or other person, the advertising practices or application of this MAP policy relating to any other Reseller. Any questions or comments concerning this policy should be directed via email to the James Martin MAP Administrator at jmvmap@jamesmartinvanities.com.