

Wry Baby, LLC Minimum Advertised Price (MAP) Policy

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Wry Baby, LLC ("Wry Baby") actively supports the advertising and promotion of its products by its U.S. dealers, retailers, distributors, etc. (domestic resellers for Wry Baby products) through materials provided by and/or subject to approval by Wry Baby at no or nominal cost. Wry Baby has built a strong reputation and following among consumers and has established a quality distribution network that actively promotes and advertises its products to consumers. In order to retain its image, Wry Baby has determined that it will not support advertising or promotional materials, through cooperative advertising or otherwise, that may affect its goodwill, or diminish, detract and/or damage the value of Wry Baby's products and standards. Therefore, effective October 1, 2014, Wry Baby has established a minimum advertised price ("MAP") policy for all Wry Baby products. The policy applies to all U.S. resellers for Wry Baby products (dealers, retailers, distributors, etc.). The terms and conditions of this MAP policy do not apply to any resellers outside of the U.S.

The MAP policy shall work under the following guidelines:

1. The MAP for Wry Baby's products shall not be lower than the Manufacturer's Suggested Retail Price ("MSRP") for each product as listed on Wry Baby's order forms, catalogs and/or wholesale web portal, maintained at wrybaby.com. These materials are also available upon e-mail request sent to wholesale@wrybaby.com.
2. The MAP policy applies to all advertisements of Wry Baby's products in any and all media, including, without limitation, flyers, posters, coupons, direct mailers, brochures, inserts, newspapers, magazines, catalogs, mail-order catalogs, public signage, other print media, television, radio, e-mail, internet websites, e-commerce, any method which uses the hypertext transfer protocol (http) or any internal link to a web-based shopping cart, and all other electronic media. The MAP policy is not applicable to any in-store advertising that is not distributed to any end-use customer. Free shipping and/or handling or free financing promotions do not violate the MAP policy.
3. The inclusion in advertising of free or discounted products, rebates, or bundled promotions (whether made by Wry Baby or another manufacturer) with a product covered by the MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP.
4. MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the reseller's retail location or over the telephone. Wry Baby's resellers remain free to sell Wry Baby's products at any prices they elect.
5. A "click for price" button on a website that displays a price lower than MAP is a violation of this policy. The MAP policy, however, does not apply once an item is placed in a customer's "virtual shopping cart" on an internet website, as the price that is then shown is deemed to be the "selling price" and will fall outside the MAP policy.



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6. Wry Baby's MAP policy does not prohibit or limit the ability of any reseller to advertise that they have the "lowest prices" or "best prices", that they "will meet or beat any competitor's price", that consumers should "call (or email) for a price", or phrases of similar import, so long as the price advertised or listed for the products is not less than the MAP. Prices may be omitted from advertisements, or may appear as "strike-through" or "mark-out" prices provided that such price in the advertisement is at or above the MAP. MAP does not establish maximum advertised prices and resellers may advertise or otherwise offer Wry Baby's products at any price in excess of the MAP established for such product.

7. From time to time, Wry Baby may discontinue models or engage in promotions with respect to certain products. In such events, Wry Baby reserves the right to modify or suspend the MAP with respect to the affected products. MAP pricing is established by Wry Baby and may be adjusted at any time by Wry Baby in its sole discretion upon notice by Wry Baby. Wry Baby further has the right to unilaterally suspend, amend, or adjust the MAP at any time with respect to all or certain products in its sole discretion. Wry Baby intends to notify its resellers of such changes by email, through its website, or such other means as Wry Baby deems fit. Such changes shall apply equally to all Wry Baby's resellers.

8. In the event of any violation of the MAP policy by a reseller, Wry Baby may unilaterally and without further warning, discontinue selling products to and terminate its business relationship with such reseller.

9. This MAP policy is not a contract or agreement. This MAP policy is a unilateral policy upon which Wry Baby is willing to market its products and sales associates have no authority to modify or grant exceptions. Wry Baby does not seek nor will it solicit or accept any reseller agreement concerning resale pricing or the pricing of others.

10. The terms of this MAP policy are confidential and may not be disclosed to other parties. This MAP policy has been established to help ensure the legacy of Wry Baby as a top producer of high quality clothing, toys, games and accessories and to protect the reputation of its name, goodwill, standards, marks, and products. The MAP policy is also designed to protect the interests of its U.S. resellers to ensure they have incentive to invest resources into services for Wry Baby's retail customers.



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