



MINIMUM ADVERTISED PRICING POLICY

Preface

Portland Product Werks (PPW) is committed to developing Dovetail Workwear as a premium apparel brand in the market. As such, we choose retail partners who share our philosophy; those who will provide premium service to the consumer; and who will enhance our effort to develop a legacy of quality products delivered with excellent service. To help achieve these goals, we must adhere to certain advertising policies as discussed in our MAP Policy Statement, below.

The following policy applies to all Dovetail Workwear Retail Partners, regardless of their "type" of retail (traditional "brick & mortar," exclusively on-line, or a combination thereof).

The MAP Policy does not affect the Retail Partner's actual resale price. Each Retail Partner is free to and expected to independently determine the price at which it sells PPW products. PPW will not discuss retail sales prices with our Retail Partners....this pricing decision is theirs and theirs alone. The MAP Policy has been unilaterally adopted by PPW and will be uniformly enforced.

Although all Retail Partners maintain their rights to advertise and sell our products at any price they choose, it is PPW'S Dovetail Workwear policy to ensure that the Dovetail Workwear brand integrity is kept intact. PPW feels certain advertising is not in keeping with our goals as a premium apparel company. As such, we institute the policy that Dovetail Workwear's minimum advertised price (MAP) will be its then current MSRP. PPW will take appropriate action with any retail partner, or "third party" retailer, who advertises current Dovetail Workwear product at prices below this MSRP. This must include any coupons, discount codes, etc., which, through their use, would cause the advertised price to fall below MSRP. Dovetail Workwear current MSRP's are readily available in our wholesale catalogs, or by contacting PPW customer service at **orders@portlandproductwerks.com**. PPW may change the products, and MAP level, at any time without notice to its Retailers.

MAP Policy applies to the following advertising media:

- Print ads
- Direct mailings
- Preprinted material including brochures and posters and faxes.
- Radio and TV ads
- Billboards
- Mail-order catalogs
- Internet and alternative media, including but not limited to, emails and social media
- The MAP Policy does not apply to in-store advertising and merchandising in "brick and mortar" locations or to websites once an item is placed in an internet shopping cart
- For clarity's sake, the following are examples of Retailer internet advertising covered by the MAP Policy:
 - Retailer Website and banners
 - Advertising on website and banners of others, including but not limited to shopping sites, portal sites, auction sites where a minimum bid is communicated, and search engine text results.

PPW's Dovetail Workwear Retail Partners must comply with these standards, or risk that PPW will cease to accept their Purchase Orders for some or all PPW products.



Guidelines As Applied To Retail Price Structure:

Notwithstanding the above, a Retail Partner's advertising of Dovetail Workwear prices below MSRP shall be acceptable, provided the following are met:

1. Maximum of two advertised promotions per season, each may be a maximum of seven days in duration, for a maximum of 14 days of advertised promotion per season, total;
 - a. Spring Season = February 1 – July 31
 - b. Fall Season = August 1 – January 31
2. Each Promotion must contain a clearly defined start & finish date ("ad duration")
3. Discounts advertised during these periods must not exceed 30% off of MSRP, no exceptions
4. PPW must receive notification, in writing, via email or US mail, of these promo dates at least 30 days prior to their start date, including copy of the proposed advertisement
5. Promotions are limited to inventory carried by and "on hand" at the Retail Partner and do not apply to "drop ship" programs or to "flash sales" (where orders are taken on-line and in advance of Purchase Order issuance to PPW)
6. Goods for these promotions must be sold at an approved PPW Retail Partner
7. Items sold during approved promotional periods may NOT be sold on third party websites
8. Promotion can be shown on a banner on a Retail Partner's web site but cannot include specific products and prices. It must be in a generic form such as indicating an Anniversary or Holiday sale without pricing or discounting specifics.
9. Off season selling (i.e. "closeout") merchandise may not be sold via third party websites
10. Previous season ("closeout") styles are exempt from these restrictions.
11. Third party selling is strictly prohibited, unless specifically authorized by PPW. Dealers are expressly NOT allowed to sell or promote any of PPW's Brands or licensed products through the Amazon online channel without written consent. Any violation of this point will be considered a breach of contract, and will result in the immediate revocation of the responsible account as an Authorized Dealer of our Brand(s).

End of Season Mark-Down Dates

Retail Partners may advertise "clearance/end of season" prices on discontinued product beginning July 1st for Spring products and Dec 26th for Fall product.

Non-Compliance With Policy:

PPW does not seek, nor will we accept, the consent or agreement of our Retail Partners that they advertise PPW products according to our MAP policy. However, PPW reserves the right to take the following actions when it becomes aware of a Retail Partner that advertises or promotes our goods contrary to the above terms:

- PPW may, immediately and without notice, cease accepting purchase orders from Retail Partner and cancel any un-shipped POs

All decisions in these matters will be final and PPW alone reserves the right to amend these decisions.

Should PPW's authorized Dovetail Workwear Retail Partners have complaints with respect to other retailers in violation of these guidelines, all inquiries should be made to Vice President of Sales.