



Minimum Advertised Price (MAP) Policy

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Introduction

WINPRO Performance Products LLC (“WINPRO”) recognizes that our quality dealers/resellers invest time and resources to deliver an extraordinary customer experience. To support our resellers’ efforts, WINPRO wishes to establish policies that allow dealer/resellers to earn the profits necessary to maintain the high level of customer service people have come to expect.

To protect the investment of our dealers/resellers and WINPRO’s brand and product reputation, we have unilaterally adopted a MINIMUM ADVERTISED PRICE POLICY (“MAP Policy”). WINPRO has established this MAP Policy due to the fact that reseller advertising and sales practices that promote WINPRO products primarily on the basis of price could be detrimental to resellers’ service and support efforts and WINPRO’s competitive position. Such activities can be harmful to WINPRO’s brand, reputation, and competitiveness, and allow some dealer/resellers to take advantage of the service and support efforts of others.

WINPRO, in its unilateral discretion, will not do business with any dealer/reseller, as to the products covered by this MAP Policy, if that reseller intentionally advertises any MAP Product below its MAP price. WINPRO is confident that this program will strengthen its competitiveness and benefit all of its dealers/resellers.

Official Policy and Guidelines

1. WINPRO reserves the right, in its unilateral discretion, to take other action with respect to any reseller that violates this MAP Policy.
2. The MAP Policy will be enforced by WINPRO in its sole discretion.
3. WINPRO recognizes that any authorized WINPRO account can make its own decisions to advertise and sell any WINPRO product at any price it chooses without consulting or advising WINPRO. WINPRO similarly has the right to make its own independent decision regarding product allocations and dealer/reseller participation as a member of the WINPRO dealer/reseller program without notice to its dealers/resellers.
4. WINPRO will maintain an updated “MAP Products” list of those products that will fall under this MAP Policy. WINPRO reserves the right to update or modify this list at any time. All Products listed will have a MAP retail price. Advertising a price below the MAP retail price next to the featured MAP Product in any advertising including social media sites, will be viewed as a violation of this MAP Policy.
5. This MAP Policy applies to all advertisement of MAP Products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines catalogs, mail order catalogs, internet or

similar electronic media including websites, forums, email newsletters, email solicitations, television, radio, and public signage.

6. Such website features as “Click for price”, automated “bounce – back” pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer’s shopping cart, and other similar features are considered to be communications initiated by the reseller (rather than by the customer) and this constitutes “advertising” under this MAP Policy. This MAP Policy also applies to any activity which WINPRO determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for ‘group purchases’ and the like.
7. It shall not be a violation of this MAP Policy to advertise in general that the reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.
8. WINPRO may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such an event, WINPRO reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.
9. From time to time WINPRO may offer a direct manufacturer’s rebate to customers. In such events, it shall not be a violation of this MAP Policy to advertise the availability of the manufacturer’s rebate, provided that (a) the advertisement includes a MAP-compliant price, the rebate amount, and the net price after manufacturer’s rebate in the same type size and style; (b) an asterisk is placed next to the net price after manufacturer’s rebate; and (c) the “*After manufacturer’s rebate” appears in the same area of the advertisement as the advertised product.
10. Where WINPRO products are sold as part of a retail display or merchandising system, this MAP policy still applies to the individual units sold from the display or system regardless of the wholesale price paid by dealer/reseller and any promotions offered by WINPRO that do not expressly allow for advertising of pricing below MAP.
11. It shall be a violation of this MAP Policy to include in any advertising for WINPRO Products any additional discount, coupon, gift card, or incentive (whether in the form of a special event, promotion, term of doing business or otherwise) that translates into an immediate price reduction, where the cumulative effect would be to reduce the advertised price of any MAP Product below MAP. Advertising that includes an additional discount, coupon, gift card, points, or any other incentive for future purchases (regardless of whether the future purchases is of a WINPRO product) shall be evaluated on a case by case basis. This Section 10 shall not apply to any manufacturer’s rebate from WINPRO on WINPRO Products or its partners’ products.
12. It shall not be a violation of this MAP Policy to advertise that a customer may “call for price” or “email for price”, or to use similar language, specifically with respect to WINPRO Products, so long as no price is listed.
13. If a reseller with multiple store locations violates this MAP Policy at any particular store location, then WINPRO will consider this to be a violation by all of the reseller’s locations.
14. Although resellers remain free to establish their own resale prices, WINPRO reserves the right to cancel all orders and indefinitely refuse to accept any new orders from any resellers following WINPRO’s verification that such reseller has advertised any MAP Products at a net retail sales price less than the then-current MAP retail price established by WINPRO, or if reseller has violated this policy in any other way.

15. WINPRO's sales representatives are NOT permitted to discuss this Policy or make any agreements or assurances with respect to WINPRO's Policy regarding reseller advertising or pricing. This also includes any consumer program or promotion that affects the below - listed MAP Products.

16. AMAZON.COM: As it relates to all dealers, distributors and resellers who agree to stock WINPRO products or offer them for sale, listing on amazon.com or any retail web site(s) affiliated with amazon.com is prohibited. WINPRO reserves the right to enforce this policy and all dealers, distributors and resellers who purchase WINPRO or take delivery of WINPRO regardless the source agree to be bound by this provision. This also applies to all affiliates, partners, subsidiaries and joint ventures of said dealers, distributors and retailers stocking, ordering or taking physical possession of WINPRO.

Covering WINPRO Product Mix: MOBILITY, IMMUNITY, ALLERGY, TRAINING & FOCUS:

<u>WINPRO ITEM SIZE</u>	<u>PACKAGE TYPE</u>	<u>MAP PRICE</u>
60-Count	Pouch	\$29.99
240-Count	Pail	\$99.99

Company Name _____

Signature: _____

Print Name _____

Title: _____

Date: _____

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