

## WORKER B UNILATERAL MINIMUM ADVERTISED PRICE (MAP) POLICY

Effective 01 May 2015 Worker B has unilaterally adopted a Minimum Advertised Price (“MAP”) Policy for the advertisement and marketing of Worker B products (“Product”).

### 1. RATIONALE

Worker B has built a strong reputation and enthusiastic following among the end-user consumers of our Products. In order to protect our reputation for creating high value products, providing unparalleled customer support, and to further enhance our brand and competitiveness in the marketplace, Worker B has unilaterally established a minimum advertised price (MAP) policy for our Products. Worker B greatly values the efforts of all resellers in their distribution of our Products. This policy will ensure resellers engage in advertising that conveys the value of Worker B Products to customers while helping to provide well-deserved margin and a fair marketplace to Worker B retailers.

### 2. POLICY COVERAGE

- a. The MAP Policy shall apply to the Worker B Products listed online at [www.worker-b.com/wholesale](http://www.worker-b.com/wholesale). Minimum advertised prices under the Policy are established by Worker B for selected Products and may be adjusted by Worker B at its sole discretion (see para #8 for more information).
- b. If a Worker B Product does not appear on the MAP Listing, then no MAP applies to the Product.
- c. The MAP Policy shall apply to all Resellers worldwide including retail stores and online stores.
- d. The MAP Policy shall apply no matter how Products are purchased, whether from Worker B (i.e. a direct-buying Reseller) or from a distributor/wholesaler acting as an agent of Worker B (i.e. an indirect-buying Reseller).
- e. Distributors/wholesalers of Worker B Products shall supply a copy of the current version of the MAP Policy to each of their new or existing Reseller customers.

### 3. LOCATION

- a. The current MAPs for Worker B Products are reflected online at [www.worker-b.com/wholesale](http://www.worker-b.com/wholesale). Contact Worker B directly if website is unavailable.
- b. For reference, Worker B Manufacturer’s Suggested Retail Prices (MSRPs) are the same as the MAPs.

### 4. PRICING

- a. THIS MAP POLICY IN NO WAY LIMITS A RETAILER’S RIGHT TO SET ITS OWN PRICES.
- b. The MAP Policy does not restrict in-store (brick-and-mortar) or online (e-commerce) pricing; resellers may sell Products at any chosen price.
- c. The MAP Policy does not address maximum advertised prices. Resellers may advertise Products at any price in excess of the established MAP.

### 5. ADVERTISING AND MARKETING ONLY

- a. The MAP Policy is for product advertising only; Resellers are limited to advertising Worker B Products at or above the MAP. Displaying a price less than the MAP (floor price) for any Worker B Product in any advertising is considered a violation of this MAP Policy.
- b. The MAP Policy applies to all advertisements of selected Products in any and all media, including, without limitation, posters, flyers, coupons, inserts, mailers, newspapers, magazines, catalogs, radio, television, public signage, and internet or similar electronic media including websites, e-mail newsletters, and solicitations. For purposes of this Policy, “advertising” prices on internet websites includes, without limitation, displaying a price for any product, together with a picture, description, or listing of the Product.
- c. For brick-and-mortar Resellers, the MAP Policy is not applicable to any in-store advertising that is displayed only in the store and not externally distributed to customers by any means. In-store displays, point of-sale signs, or tags on Products which state the price are not considered “advertising” for purposes of this Policy.
- d. For online (e-commerce) Resellers, once the pricing is associated with an intent to purchase (i.e. product added to shopping cart and/or checking out), the price becomes the selling price and is not considered “advertising” for the purposes of this MAP Policy.

- e. As long as no price is listed below MAP, it is not considered a violation of the MAP Policy to advertise that a customer may “call for price”, “email for price”, or use similar language, for Worker B Products. Likewise, website elements such as “price shown in shopping cart”, or similar elements, are not considered a violation of the MAP Policy as long as no price is listed below the MAP.
- f. It is considered a violation of this MAP Policy to offer discounts or coupons (including store-wide sales or frequent-customer rewards) that translate into a price reduction with the effect of specifically reducing the advertised price of the Worker B Product below the MAP.
- g. It is not considered a violation of this MAP Policy to offer discounts or coupons (including store-wide sales or frequent-customer rewards) that are applied at checkout to an order so long as the advertised price of the Worker B Product is at or above the MAP.
- h. Resellers may not use shipping and handling incentives with the effect of specifically reducing the advertised price of the Worker B Product below the MAP.
- i. If Worker B Products are bundled together for sale as a package, it is considered a violation of this MAP Policy to advertise the bundle at a price that is less than the sum total of the individual Worker B Product MAPs. Worker B Product MAPs must be maintained if Worker B Products are bundled with non-Worker B products.
- j. The MAP Policy shall apply to any activity which Worker B determines, at its sole discretion, is intended to circumvent the intent of this MAP Policy.

## 6. VIOLATIONS

- a. Upon verifying that a Reseller has advertised a MAP Product below the applicable MAP, Worker B will unilaterally and indefinitely cancel all existing orders and refuse to accept any new orders from that Reseller.
- b. Upon receipt of notice from Worker B that a Reseller’s advertised prices are inconsistent with this Policy, the associated distributor/wholesaler shall no longer be authorized to supply Products to said Reseller.

## 7. NO AGREEMENT

- a. This MAP Policy is unilateral and does not constitute an agreement.
- b. Worker B is not seeking agreement from any Reseller to adhere to this MAP Policy. It is entirely within the Reseller’s discretion whether to comply with the Policy.
- c. Worker B does not solicit or accept any assurance of compliance with this Policy.
- d. The MAP Policy is non-negotiable and will not be altered for any Reseller.
- e. Distributors/wholesalers acting as agents of Worker B have no authority to modify or grant exceptions to this Policy.

## 8. MODIFICATION AND PROMOTIONS

- a. Worker B reserves the right at any time to modify, suspend, or discontinue the MAP Policy in whole or in part.
- b. Worker B further reserves the right to unilaterally increase MAPs with respect to all or certain Products at its sole discretion upon thirty (30) calendar days advance notice on the Worker B website at [www.worker-b.com/wholesale](http://www.worker-b.com/wholesale).
- c. From time to time Worker B may, at its sole discretion, initiate promotions for Products covered by the MAP Policy including, without limitation, featured product discounts, the sale of “close-out” products or inventory, discontinued products, or newly-released products. Worker B reserves the right to modify or suspend the MAP with respect to the affected Products by notifying all Resellers of the duration and nature of the change through the Worker B website at [www.worker-b.com/wholesale](http://www.worker-b.com/wholesale). Resellers may advertise the affected Product(s) in accordance with the modified or suspended MAP.

## 9. QUESTIONS

All questions regarding the interpretation of this Policy must be directed to Worker B.

### Contact Information:

Worker B  
1500 Jackson St NE STE 272  
Northrup King Building  
Minneapolis, MN 55411

[info@worker-b.com](mailto:info@worker-b.com)  
612-804-4781

## **WORKER B UNILATERAL MINIMUM ADVERTISED PRICE (MAP) POLICY FAQ:**

Q: Are all SKUs/products covered by a MAP?

A: No. Only the SKUs listed on the MAP Policy site (online at [www.worker-b.com/wholesale](http://www.worker-b.com/wholesale)). (Para 2.a, 2.b)

Q: Does the MAP Policy apply to my store?

A: If you retail Worker B Products at a physical location (brick-and-mortar) or online (e-commerce), the MAP Policy applies to your store. (Para 2.c, 2.d)

Q: How often are the MAPs updated on the site?

A: Typically the site will be updated monthly on the 1<sup>st</sup> of the month to reflect a monthly promotion. However there may not be a promotion every month. We suggest visiting [www.worker-b.com/wholesale](http://www.worker-b.com/wholesale) to be aware of promotions.

Q: Does this policy apply to the actual sale price of the products?

A: No. Every retailer is free to establish any sale price that they choose. This policy applies to the price at which the MAP products are advertised, including all advertised discounts and rebates. The policy does not apply to the actual sales price reflected at the store register or on an online checkout page. (Para 4.a)

Q: Can I advertise a price higher than the MAP?

A: Yes. (Para 4.c)

Q: Are all forms of advertising covered by the MAP Policy?

A: Yes. (Para 5.b)

Q: What kind of advertisements or promotions are acceptable?

A: The key point is not to advertise a Worker B Product below the MAP. Promotions, discounts, coupons, frequent-customer rewards, shipping incentives, etc, are acceptable so long as they are not reflected in the advertised Worker B Product price. (Para 5.e, 5.g)

Q: What if we mistakenly advertise a Worker B Product below MAP?

A: Mistake or not, the MAP Policy will apply according to its terms. (Para 6)

Q: What if I find someone else advertising Worker B Products with prices below MAP?

A: We do not ask for, nor accept, reports from a Reseller about another Reseller's advertised prices. (Para 7)

Q: The Policy says it can be modified at any time. Will there be surprise price increases?

A: No. Any increases in MAPs will be communicated at least thirty (30) calendar days in advance. (Para 8.b)

Q: Why do I see promotions at worker-b.com with advertised prices seemingly below the MAP? Does that mean I can advertise at that price?

A: Yes. Worker B will run promotions from time to time and during those periods the MAP will be adjusted and reflected online ([www.worker-b.com/wholesale](http://www.worker-b.com/wholesale)). Resellers may adjust advertised pricing accordingly if they so choose. (Para 8.c)

Q: I still have questions and love grammar. With whom can I discuss this policy?

A: Contact Worker B directly at [info@worker-b.com](mailto:info@worker-b.com) (Para 9)