



Minimum Advertised Price Policy and Agreement (Including Internet Advertising)

Empire Laboratories, Inc. (“Empire Labs”) appreciates the strong and loyal network of distributors and retailers of its products. To ensure the strength of this network, and to maintain the integrity of Empire Labs’ product line and promote equal competition, Empire Labs has adopted a Minimum Advertised Price Policy (the “MAP Policy”) as outlined herein.

Effective Date:

This MAP Policy for the Products (as defined herein) will go into effect February 27, 2019 (“Effective Date”).

Covered Product(s):

The product(s) covered by this MAP Policy is (are) as follows:

085316 CLONE A WILLY Kit Light Skin Tone - MSRP \$49.95 USD
085927 CLONE A WILLY Kit Med Skin Tone - MSRP \$49.95 USD
078783 CLONE A WILLY Kit Deep Skin Tone - MSRP \$49.95 USD
802067 CLONE A WILLY Kit Neon Purple - MSRP \$49.95 USD
802050 CLONE A WILLY Kit Hot Pink - MSRP \$49.95 USD
085323 CLONE A WILLY Kit Glow in the Dark Green - MSRP \$54.95 USD
080274 CLONE A WILLY Kit Glow in the Dark Pink - MSRP \$54.95 USD
081936 CLONE A WILLY Kit Glow in the Dark Blue - MSRP \$54.95 USD
093274 CLONE A WILLY Plus+ Balls Kit - MSRP \$79.95 USD
085392 CLONE A PUSSY Kit - MSRP \$34.95 USD
320080 CLONE A PUSSY Plus+ Sleeve Kit - MSRP \$89.95 USD
898985 CLONE A WILLY Molding Powder - MSRP \$9.95 USD
215485 CLONE A WILLY Silicone Refill - MSRP \$37.95 USD

(individually, “Product” and collectively, the “Products”).

Policy Guidelines:

From and after the Effective Date, all advertisements for the Products may reflect a discount of no greater than twenty-five percent (25%) off of the published Manufacturer’s Suggested Retail Price (“MSRP”). This minimum advertised price may only be advertised for a maximum of two weeks per year in total.

(collectively, the “MAP Pricing”).

At all other times, resellers must advertise each product at no less than the MSRP. The current MSRP for each product is available through a reseller's sales representative. It is the responsibility of each reseller to be current on the MSRP for each Product.

Covered Parties:

This policy applies to advertising by all domestic resellers of the Products, including but not limited to dealers, distributors and retailers. If a reseller is selling the Products to a secondary reseller, the reseller is responsible for the secondary reseller adhering to the MAP Policy.

Covered Advertising:

This MAP Policy applies to all forms of print advertising, including without limitation magazines, newspapers, catalogues, and direct facsimile and mail pieces; broadcast advertising, including radio and television advertising; electronic advertising, including telephonic and e-mail solicitations; and internet advertising, including banners, pop-up and pop-under ads.

The MAP Policy does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the dealer's retail location or over the phone. Further, the MAP Policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer(s).

This Map Policy does not establish maximum advertised prices. All resellers may advertise the Products for sale at prices in excess of the MAP Pricing.

Internet Advertising:

As noted above, this MAP Policy specifically applies to internet advertising. Any advertising of covered products on the internet must be at or above the MAP Pricing referenced above, and any such advertising must be on the website of a distributor or retailer. Such advertising should not infer or create the impression, either directly or indirectly, that the Products or any covered product might be sold at a lower price.

Any automatic or pre-formatted website features, such as "click for price," "price too low to quote," "add to cart to see price" or any pre-formatted e-mail responses, automatic price displays, and all similar features existing prior to an item being placed in a buyer's cart are considered to be communications initiated by a reseller, and thus constitute "advertising" under this MAP Policy. 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, so long as no price is listed.

Advertising also includes, without limitation, any websites or other places accessible by the internet including, without limitation, auction sites (e.g., eBay and Buy-it-Now). Online ad-

vertising specifically includes any communication of price accessible by a web crawler and/or specialized shopping and pricing engines. A price in an online “shopping cart” is considered advertising if accessible by a web crawler and/or specialized shopping and/or pricing engine. Proper data security and website terms of use should be maintained to prevent such accessibility.

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Resale Prices:

This MAP Policy applies only to advertised price standards for the Products. This MAP Policy does not impact or affect the actual resale price that is charged. Rather, each reseller is free to unilaterally and independently set its resale price.

Violations of Policy:

This MAP Policy is not the result of any agreement between Empire Labs and/or any of its resellers. Rather, this MAP Policy is a policy that has been unilaterally and independently implemented and maintained by Empire Labs

This MAP Policy will be enforced solely and unilaterally by Empire Labs. Should Empire Labs independently determine that a reseller has violated this MAP Policy, then Empire Labs reserves the right to suspend further shipments or to cancel pending orders, in its sole and absolute discretion.

Policy Amendments:

Empire Labs reserves the right to implement promotional pricing campaigns and, in such event, may notify its resellers that it may be modifying this MAP Policy accordingly.

Empire Labs also reserves the right to otherwise update, revise, modify or suspend this MAP Policy at any time, without any consultation or approval from its resellers.

Questions:

Any questions regarding this MAP Policy should be directed to:

sales@empirelabs.com

503.224.9991