****

**KENT BRUSHES UNITED STATES MINIMUM ADVERTISED PRICE POLICY**

G. B. Kent and Sons PLC, d/b/a Kent Brushes (“Kent Brushes”) has determined that certain advertising practices undermine Kent Brushes’ trade reputation, brand, and image within the target consumer population and discourage Kent Brushes resellers from investing in Kent Brushes’ product lines and providing the best possible service and support to consumers. Accordingly, Kent Brushes has adopted this unilateral United States Minimum Advertised Price Policy (the “Policy”), which applies to all advertisements by resellers of Kent Brushes’ products listed on Schedule 1 attached hereto (“Products”), which Schedule 1 may be amended, restated, supplemented, or otherwise modified by Kent Brushes in its sole discretion from time to time.

Kent Brushes is solely responsible for establishing the minimum advertised prices (“MAP”) set forth on Schedule 1. While resellers remain free to advertise and sell Kent Brushes Products at any price they deem appropriate, it is a violation of this Policy for a reseller to advertise any Kent Brushes Product at a price lower than the MAP. Such advertisements in violation of this Policy include, but are not limited to:

1. Offering coupons, discounts, rebates, or other inducements at a price lower than the MAP, including through a use of a storewide sale, promotional code, or other similar provision that can be applied to Kent Brushes Products.
2. Bundling Kent Brushes Products with other products or services in a manner that results in below-MAP pricing for the bundled Kent Brushes Product.
3. Strikeouts or strikethroughs of pricing information, “see price in cart,” or other statements that suggest that a lower price for a Kent Brushes Product may be found in the final online checkout stage.
4. Permitting any third-party to alter the advertised price for any Kent Brushes Products.

It is also a violation of this Policy to advertise Kent Brushes Products for sale online without displaying an advertised price. Direct or indirect attempts to circumvent this Policy also violate this Policy. For purposes of this Policy, the terms “advertise” and “advertisement” include all promotional or pricing information displayed via any type of media including, but not limited to, website pages and banners, social media, emails, blogs, newspapers, catalogs, magazines, flyers, brochures, television, radio ads, billboards, signage, and any other marketing or promotional materials, whether provided online or through broadcast or other media.

Kent Brushes will take the following actions against any reseller that fails to comply with this Policy with respect to the advertisement of any Kent Brushes Product:

1. For a reseller’s first violation of the Policy, Kent Brushes will notify reseller of such violation.
2. For a reseller’s second violation of the Policy during a 12-month period, Kent Brushes will terminate the commercial relationship with the reseller.

Although Kent Brushes is not directing any reseller to require that its customers comply with this Policy, a violation of this Policy by any such third party will constitute a violation by the reseller.

This Policy does not constitute an agreement between Kent Brushes and any other entity. Kent Brushes neither solicits nor will it accept any assurance of compliance with this Policy from any reseller or other party. Each reseller must independently choose whether to comply with the terms of this Policy. This Policy is not negotiable and will not be altered for any individual reseller. This Policy applies only to advertised prices and does not affect the prices that a reseller may charge for Kent Brushes products.

The Policy will be enforced by Kent Brushes in its sole discretion and without notice. No Kent Brushes employee or agent is authorized to modify, interpret, or grant exceptions to this Policy; solicit or obtain the agreement of any person to this Policy; or otherwise discuss any aspect of this Policy with any reseller, including that reseller’s or any other reseller’s compliance with the terms of the Policy. Any questions about this Policy should be submitted in writing and directed to Kent Brushes’ MAP Liaison at PolicyAdmin@kentbrushes.com. Resellers have no right to enforce the Policy.

Kent Brushes is solely responsible for communicating the MAP to resellers of Kent Brushes Products. If Kent Brushes changes the MAP on any Product, it will provide at least 30 days’ notice to resellers before such change takes effect. Kent Brushes may update, revise, suspend, terminate, reinstitute, or modify this Policy at any time in its sole discretion. Kent Brushes shall make any such modifications available to all authorized resellers.



This Policy is effective as of February 1, 2018.