

AMSOIL UNILATERAL MINIMUM ADVERTISED PRICE (MAP) POLICY FOR RETAIL ACCOUNTS

AMSOIL seeks to develop, manufacture and sell the best synthetic lubricants, filters, additives and other performance products on the market. As such, we distribute products in the U.S. and Canada through independent authorized Dealers and retailers who value AMSOIL as a premium brand and are willing to provide commensurate customer service. Dealers or retailers who advertise discounted pricing on AMSOIL products affect the perceived value of the product. To support Dealers' and retailers' efforts, AMSOIL maintains a Unilateral Minimum Advertised Price ("MAP") policy. The MAP policy is intended to (1) protect independent AMSOIL Dealer and retailer margins so they can continue to provide exceptional customer service befitting the AMSOIL brand; (2) maintain the premium standing of the AMSOIL brand; and (3) avoid unnecessary conflict in the sales channel.

MAP POLICY GUIDELINES

- 1. The MAP policy does not nullify existing AMSOIL policies that forbid posting of pricing online. Prices of AMSOIL products may only be posted online at www.amsoil.com.
- 2. The MAP policy applies to all U.S. and Canadian independent AMSOIL Dealers and retailers without exception.
- 3. The MAP policy applies to the advertising of all AMSOIL products. Advertised pricing must be equal to or greater than the Official Manufacturer's Suggested Retail Price (MSRP) published in the U.S. Wholesale Price List (G3500), Canadian Wholesale Price List (G8500) and any current price list addendums located in the Retail Zone.

AMSOIL RESERVES THE RIGHT TO UPDATE OR MODIFY THE LISTING OF PRODUCTS COVERED BY THIS MAP POLICY AND THE MSRP FOR ANY PRODUCT AT ANY TIME.

- 4. Although Dealers and retailers remain free to establish their own resale prices, AMSOIL will, without assuming any liability, unilaterally impose sanctions as described in this policy against Dealers and retailers who advertise the covered products at prices below those specified in its Price Lists.
- 5. The MAP policy covers, but is not limited to, the following types of advertising:
 - Print advertising such as public-facing posters or signs (excludes posters or signs facing the inside of a retail business), posters or signs at a trade show or similar event, newspapers, magazines, print inserts, Yellow Pages and other directories.
 - Broadcast advertising such as radio and TV.
 - Direct advertising such as catalogs; fliers; coupons; newsletters; direct-mail pieces; and broadcast faxes, whether delivered digitally, mailed, hand-delivered or shipped in-box with product.
 - Email advertising, including web pages that link from an email advertisement.
 - Internet advertising such as banner, pop-up and pop-under ads.
 - Any website accessible to the public, including retailers, club membership sites, e-tailers, shopping sites, auction sites, forums, classified ad sites, social media, etc.
- 6. Dealers or retailers may "bundle" AMSOIL products provided bundles are advertised at or above the cumulative MAP policy price of the AMSOIL product(s). If an AMSOIL product is bundled with a non-AMSOIL product, the advertised bundle price must be at or above the MAP policy price of the AMSOIL product(s) plus the price of the non-AMSOIL product, if sold separately.
- 7. If an AMSOIL product is bundled with a gift card, coupons, points or other incentives, the advertised bundle price must be at or above the MAP price of the AMSOIL products plus the value of the additional incentive. The advertisement cannot state or imply that the AMSOIL product is free or discounted in any way.
- 8. Installed services and bundling should not be used to "camouflage" discount advertising of AMSOIL products.
- 9. AMSOIL may at any time modify, suspend or discontinue this MAP policy, in whole or in part, or designate promotional periods during which the terms of the policy change or do not apply. In all such instances, notice of any corresponding policy modifications shall be made available in the Retail Zone, on this page and/or via email notification, no fewer than seven (7) days in advance.

- 10. The MAP policy applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the Dealer or retailer's location or over the phone. Dealers and retail accounts are free to sell AMSOIL products at any prices they choose.
- 11. Email, direct mail or other print or digital personal communications sent directly to existing customers are excluded from the MAP policy.
- 12. The AMSOIL Preferred Customer (P.C.) Program is a paid subscription service administered by AMSOIL. All advertising of this program is excluded from the MAP policy. AMSOIL reserves sole authority to advertise within the P.C. Program.
- 13. Any offers AMSOIL extends to current or expired Dealers, retail accounts or commercial accounts are excluded from the MAP policy (i.e. product promotions, such as an offer to buy two cases of product and receive one free).
- 14. AMSOIL alone is responsible for enforcing this MAP policy and will do so unilaterally and without exception. The AMSOIL designated MAP Policy Manager (see below) is the only person authorized by AMSOIL to communicate MAP Policy updates, changes or decisions.

AMSOIL MAP Policy Manager Dan Gorski Director, Customer Service AMSOIL INC. • 925 Tower Ave. • Superior, WI 54880

15. No other AMSOIL representative or agent is authorized to confirm compliance with, discuss or amend this Policy. AMSOIL will not communicate with any retailer regarding another retailer's advertising practices.

MAP POLICY VIOLATIONS

- 16. AMSOIL DEALERS MAY NOT MODIFY OR GRANT EXCEPTIONS TO THIS POLICY OR HAVE ANY COMMUNICATIONS WITH ANY RETAILER REGARDING VIOLATIONS OF THIS MAP POLICY. Violations should be documented and reported directly to reviewcommittee@amsoil.com.
- 17. AMSOIL shall determine, at its sole discretion, violations of this MAP policy. AMSOIL will not accept any appeal from Dealers or retailers who have violated this MAP policy regarding the violation or their willingness to bring their prices into compliance with the MAP policy.
- 18. If a retailer with multiple store locations violates this MAP policy at any one store location, or on any associated website, then AMSOIL will consider this to be a violation by the retailer.

RETAIL ACCOUNT VIOLATION ACTIONS

- First infraction written notice of violation, possible loss or reduction in benefits and stern warning that future infractions may result in account termination.
- Second infraction within a 12-month period written notice of violation, possible loss or reduction in benefits and stern warning that future infractions may result in account termination.
- Third infraction within a 12-month period account termination.
- Four or more lifetime infractions account termination.