



**Speakman Company**  
**U.S. Minimum Advertised Price (MAP) Policy**  
*Effective January 2<sup>nd</sup>, 2025*

This Minimum Advertised Price (“MAP”) Policy (“MAP Policy”) is being implemented by Speakman Company (“**Speakman**”) to help maintain its premium brand equity and reputation for innovative products. Speakman’s MAP Policy is intended to discourage advertising practices that would be detrimental to Speakman’s brand equity and reputation for research and innovation or to the service provided by retail sellers of Speakman’s premium products (each such seller, a “**Retailer**” and collectively, “**Retailers**”).

Minimum Advertised Price (MAP) Guidelines

- Speakman’s MAP Policy is applicable to all authorized Retailers in the United States. Speakman includes Speakman branded products.
- This updated MAP Policy is effective beginning January 2, 2025, and supersedes all prior Speakman policies or representations regarding minimum advertised prices or minimum resale prices for the products covered by the MAP Policy.
- While sellers remain free to advertise and sell Speakman products at any price, it is a violation of this MAP Policy to advertise those Speakman products covered by the MAP Policy at unit prices below the MAP prices (which may be updated by Speakman, in its sole discretion, from time to time).as defined as:
  - A schedule of all current list prices and MAPs is available at the following link [Speakman MAP Policy 2025 Pricing](#).
  - Excluded products not subject to the MAP Policy
    - Speakman obsolete or discontinued products – list of obsolete or discontinued products will be provided at the time such products are no longer subject to the MAP Policy.
    - MAP Policy Holiday Exclusion Dates will be communicated 30 days in advance.
- The MAP Policy applies to pre-tax advertised price (i.e., MAP prices are exclusive of any applicable taxes).
- The products covered by Speakman’s MAP Policy, and the MAP prices applicable to those products, at the following link [Speakman MAP Policy 2025 Pricing](#). Speakman is solely responsible for establishing MAP prices and communicating the MAP Policy and MAP prices to Retailers.
- **IMPORTANT NOTE: Speakman’s MAP Policy applies to “Advertised” prices, as defined in the MAP Policy, and does not apply to the prices at which products are actually sold.**

Definition of Advertising

Under Speakman’s MAP Policy, “**Advertising**” includes, but is not limited to, promotions and advertising in the following formats:

- Internet and online advertisements appearing on websites, blogs, social media, and affiliate marketing networks/comparison shopping engines (static banners, floating

# SPEAKMAN®

banners, sidebars, static images, text, wallpaper, popup ads, flash ads, videos, Retailer-sponsored listings, customer paid search ads, shopping comparison ads, pay-per-click ads, mobile ads, sponsored links);

- Mobile, smart phone, and other digital applications (special offers, special deals, membership deals or loyalty offers);
- “In basket”, “shopping cart”, and similar check-out web pages or windows on websites and mobile applications;
- E-mail (flyers, inserts, circulars, direct email, out of store Retailer coupons);
- Ads in any other media in a digital format that is conveyed via the internet and any other marketing or promotional materials displayed online;
- Permitting any third-party to alter the advertised price for any product covered by the MAP Policy; and
- Direct or indirect attempts to circumvent this MAP Policy.

The following are examples of types of advertised promotions subject to Speakman’s MAP Policy:

- “Buy one-get one”, “buy-save”, “spend-get” type promotions that list, picture or cite a Speakman product subject to the MAP Policy where the advertisement displays or implies a unit price for that Speakman product that is below MAP.
- Retailer gift cards, loyalty reward offers, rebates or coupons expressly tied to the purchase of a Speakman product subject to MAP, or whose advertisement lists, pictures or cites a Speakman product subject to MAP, where the advertisement displays or implies a unit price (including “free”, “zero” or its equivalent) for that Speakman product that is below MAP.

## Exclusions from Speakman’s MAP Policy

Notwithstanding the foregoing, the MAP Policy does not apply to or restrict the following:

- Solely on-premise or in-store advertising (in-store signage, price tags, displays, and hang tags);
- Billboards, windows or other outdoor advertising;
- Print (magazines, newspapers, flyers, inserts, circulars, direct mail/e-mail, out of store Retailer coupons);
- Broadcast (television, radio, on-line video);
- Pricing information displayed at the Final Online Checkout Stage (which is when the product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information of a transaction). Please note that pricing information in the “shopping cart” or the Final Online Checkout Stage must be obscured technically so that it is not retrievable by shopping and pricing engines and not displayed on search page results within the Seller’s own website.
- Advertisements that a customer may “call for price,” “text for price,” or “email for price,” as long as no price is listed and no automated call, text message, or bounce-back email is used in response.
- Advertisement of manufacturer’s coupons or rebates, provided that the advertisement of the manufacturer’s coupon/rebate includes a MAP-compliant price (where the product’s

# SPEAKMAN®

- price is advertised), clearly reflects the amount of the coupon/rebate, and is clearly labeled as a “manufacturer’s coupon” or “manufacturer’s rebate”;
- Advertisement of free or reduced-price shipping as long as such offer applies to all or almost all products offered by the Retailer in the same product category; and
  - Advertisement of a promotional offer on a multi-pack of three (3) or more Speakman products (single Universal Product Code), even if such advertisement displays unit prices for the Speakman products that are below MAP;
    - *Note that advertisements of promotional offers on bonus packs are not excluded from MAP (i.e. buy 2 get 1 free get; buy 4 get 1 free).*
  - Speakman may announce MAP holidays or promotions that are applicable to all Retailers, during which periods a Retailer that advertises a Speakman Product subject to the MAP Policy in compliance with the terms of such MAP holiday or promotion will not be considered to have violated the MAP Policy.

## Consequences of Violation of Speakman’s MAP Policy

Speakman reserves the right to make its own independent decision regarding Retailers with which it chooses to do business. Should a Retailer choose to advertise in violation of this MAP Policy, Speakman will take the following actions against any Retailer who does not comply with this MAP Policy:

- *First Violation:* Send the Retailer a warning letter informing it of the non-compliant Advertising.
- *Second Violation:* Send the Retailer a second warning letter informing it of the non-compliant Advertising.
- *Third Violation:* For all Speakman products in violation, suspend shipping of all orders for Sixty (60) calendar days.
- *Fourth Violation:* Termination of business relationship and revocation of “authorized” status with respect to Speakman products in violation. The Retailer will no longer be an “authorized” seller of Speakman products in violation.

Nothing in this MAP Policy shall create any obligation or other duty on the part of Speakman to perform any additional services for Retailer (including, but not limited to, reimbursing the Retailer for the costs of any Advertising) not otherwise contained in any separate agreement between Speakman and the Retailer.

This MAP Policy is not an agreement between Speakman and any other entity. Speakman does not ask for, nor will Speakman accept, any assurance from any Retailer or other party that it will comply with this MAP Policy, and each Retailer must independently choose whether to comply with this MAP Policy.

Speakman employees and representatives are not authorized to negotiate, modify or waive any terms of this MAP Policy; cannot solicit or obtain the agreement of any person or entity to comply with this MAP Policy; and cannot otherwise discuss any aspect of this MAP Policy with any Retailer, including any Retailer’s compliance with the terms.

All questions regarding this MAP Policy should be directed to Speakman’s MAP Policy Administrator at [MAP@Marcone.com](mailto:MAP@Marcone.com). Speakman will not accept any other form of

# SPEAKMAN®

communication from Retailers regarding the MAP Policy.

All matters of interpretation and application of the terms of this MAP Policy remain within the sole discretion of Speakman. Speakman reserves the unilateral right to discontinue, revise or modify this MAP Policy, including the MAP price, at any time. The terms of this MAP Policy are confidential and may not be disclosed to any other parties.