



## MAP POLICY

LeoVince (“LeoVince”) is offering a broad line of products and is committed to taking all steps it deems necessary to create and preserve a high degree of goodwill, market value, reputation and image in order that Dealers who sell the LeoVince products (“Products”) are as successful as possible.

Therefore it is necessary that the following advertising guidelines be adopted and followed.

LeoVince hereby notifies all Dealers/Retailers carrying, advertising and selling, or desiring to carry, advertise and sell LeoVince products, that effective immediately the following policies shall be required for its valued authorized dealer network located in the United States (“Dealers”).

LeoVince trusts that each Dealer will respect LeoVince’s need to protect its Trademarks, and Copyrighted Material and will assist LeoVince by complying with this necessary Advertising Policy (“Policy”). LeoVince grants a limited, revocable, non-exclusive and non-transferable license to its Dealers to use, reproduce and display the Trademarks and Copyrighted Material provided the Dealer complies with this Policy (the “Limited License”). This Limited License is for the Dealer’s use to promote the sale of the Products and does not permit Dealers to distribute the Trademarks or Copyrighted Material to any third party for any purpose other than developing an advertisement for the Dealer. Any use of the Trademarks or Copyrighted Material shall be accompanied, where appropriate, by an appropriate attribution identifying the owner of LeoVince as the owner of the Trademark and/or Copyrighted Material so used. When using the Trademarks and/or Copyrighted Material, Dealers must be clearly identified in the advertisement by providing, at a minimum, business name, address and phone number.

Authorized Dealers may sell the Products at any price in their sole discretion. However, LeoVince believes that marketing products bearing the Trademarks at a price other than the manufacturer suggested retail price (“MSRP”) undermines the industry reputation and market value of the Products. Therefore, LeoVince will enforce this Policy to preserve the goodwill, market value, reputation, and image of LeoVince, the Products and its Trademarks.

Authorized Dealers may use the LeoVince Trademark, or any similar marks or derivatives thereof, or any Copyrighted Materials, in connection with any advertising, publication, catalog, web page, or other printed, audio, video, or electronic materials as long as no Trademarks, Trademarked Products or Copyrighted Material are used or shown in any advertisement, catalog, or publication, whether printed, audio, video, or electronic where the price used is lower than the suggested retail price as published by LeoVince.



Advertising practices that have the effect of reducing the advertised price below the MSRP, such as, for example, combining a product carrying the LeoVince trade name with a “free” product or in a “package” with other products or with a discount coupon or promotional code and discounts with membership also violate the advertising policy. Advertisements containing phrases such as “click for price”, “email for price”, “email for best offer”, “call for price”, or other similar phrases imply that the price will be below the suggested retail price and are a violation of the advertising policy.

**Advertisements that offer or imply a price lower than the suggested retail price on LeoVince Products will be in violation of the Advertising Policy.**

LeoVince Products embody distinctive industrial designs that are identifiable by anyone reasonably familiar with aftermarket brands. To advertise with pictures and descriptions of LeoVince Products for less than MSRP violates LeoVince Advertising Policy. This Advertising Policy is not applicable to any in-store displays or signs.

For the purposes of this Advertising Policy, “advertisement” is defined as any advertisement, announcement, information, publication or notice given or made by a Dealer in connection with the solicitation of business or sales of the Products covered by the LeoVince Advertising policy in whatever medium is now known or hereafter developed including print, radio, electronic media, telecommunication, internet or online auction.

For purposes of internet sales, the entire web site, including the “shopping cart” or similar web site location, will be considered part of the “advertisement” if it can be accessed by links contained on or within the web site.

It is a violation of the Advertising Policy for any Dealer to support, supply or in any way facilitate other dealers, distributors or retailers who advertise in violation of the Advertising Policy.

This policy does not apply to discontinued products. If a product is no longer listed on LeoVince web site then the product is deemed to be discontinued and a Dealer may advertise using a price other than the previously listed suggested retail price, provided that the Dealer clearly indicates in its advertisements that it is a discontinued product.

If a dealer violates the Advertising Policy, LeoVince will enforce this Policy in the following manner:

**FIRST OFFENSE:** Dealer will receive a documented notice of violation (“Notice”) and will be given thirty (30) calendar days to remove the offending print advertisements from publication and distribution and three (3) business days to remove any offending electronic advertisements from web pages or Internet sales sites, e.g., regarding internet sales, if a



dealer is given notice on Monday then it will have until 8 A.M. PST Friday to be in compliance.

**SECOND OFFENSE:** Dealer will receive a Notice and will be placed on a non-ship basis for a period of thirty (30) days from the date of the Notice.

**THIRD OFFENSE:** Dealer will receive a Notice and will be placed on a non-ship basis for a period of ninety (90) days from the date of the notice. Dealer will not be permitted to use LeoVince Copyrighted material including, but not limited to, product images.

**FOURTH OFFENSE:** Dealer will receive a notice and will be placed on a non-ship basis indefinitely.

LeoVince grants to its Dealers a revocable, non-exclusive, non-transferable worldwide license, for as long as the Dealer is selling products carrying the Trademarks and Copyrighted Materials, provided the dealer complies with this Advertising Policy. Such limited license does not include the right of the Dealers to register the Trademarks as or within domain names or to use the Trademarks in Dealer trade names.

LeoVince further grants to its Dealers a revocable, non-exclusive, non-transferrable license, for as long as the Dealer is selling products carrying the Trademark, to reproduce, distribute, and display Copyrighted Materials in order to promote and sell LeoVince Products worldwide. Any Use of the Trademarks or Copyrighted Materials shall be accompanied, where appropriate, by an appropriate attribution identifying the owner of LeoVince as the owner of the Trademark and/or Copyrighted Materials so used.

Dealer recognizes that LeoVince has the exclusive right to all Trademarks used by LeoVince to identify its products and dealer agrees that it will not claim any right, title or interest therein. Nothing herein shall be construed to give Dealer any right, title or interest in the Trademarks or Copyrighted Materials.

Any violations of this Policy and/or any apparent unauthorized use of the trademarks or Copyrighted Materials should be reported to LeoVince at [infousa@leovince.com](mailto:infousa@leovince.com) or 844-536-7625.

Date: April 1<sup>st</sup>, 2015 (effective with all June 2015 issue magazine ads, 2016 catalogs, and all other media advertising as of July 1<sup>st</sup>, 2015)

The terms and conditions of the MAP Policy are subject to changes at any time without notice by LeoVince at its sole discretion.