The Montague Company has determined that its Resellers’ and consumers’ interests are best served through the adoption of this Minimum Advertised Price (“MAP”) policy. This MAP policy is designed to:

(1) Provide consumers with strong pre-sales and post sales services which may be provided by our resellers.
(2) Support the Montague brand as a premium offering
(3) Maintain integrity of product pricing.
(4) Discourage false or misleading advertising of Montague products and prices.

This policy has been unilaterally adopted by the Montague Company and will be uniformly enforced.

Policy Coverage
All Resellers in the United States advertising Montague branded products on the Internet are subject to this policy. An Internet advertised price is defined as the price for a product shown on a web browser search, home page, content on a website within the reseller’s site or domain, or a reseller’s e-commerce activities through third party sites or domains.

The MAP policy applies only to minimum advertised prices and does not apply to the price at which the products are actually sold.

Minimum Advertised Price
The MAP policy may be changed from time to time at Montague’s sole discretion. Montague Resellers are responsible for remaining current with Montague’s MAP policy. Each advertisement below the MAP will be a violation of the policy. Each Reseller remains free to establish its own resale prices and to sell Montague products at any price it chooses. However, Resellers shall not advertise or otherwise promote Montague products on the Internet or through the use of broadcast e-mails at a net price that is below the published “List Price” less thirty percent (30%). This MAP Policy applies to all advertisements and on-line sales of Montague’s products on the Internet, destination pages, third party sites such as portal sites, natural or paid search engine listings, social media sites, shopping sites, auction sites (including banner advertisements and pages that follow upon “click-through”, direct mail advertisements, including e-mails, inserts, fliers, magazine, newspaper and other print advertisements, broadcast advertising and billboards). This MAP Policy does not prohibit a “click for price” feature on a website whereby the actual price for the item being sold may be obtained from or negotiated with Reseller. The Policy does not apply to in-store displays, in-store banners, and in-store price markings, hang tags, quotes, contracts or bids and catalogs.

Policy Violations
Reseller’s failure to follow the Montague MAP policy, will be a factor taken into consideration in the determination of the acceptance of reseller’s participation in the Montague preferred programs.

Montague will monitor its resellers for compliance with the MAP policy, and if a violation is found, Montague will contact the reseller and give a 72 hour notice to remedy the infraction. If the violation is not corrected within 72 hour time period, all orders and pending shipments of Montague products will cease for a period of time.

Policy Modifications
Montague reserves the right at any time to modify, suspend, or discontinue the MAP policy in whole or in part. Policy modifications shall be made available on the Montague website at http://www.montaguecompany.com.

Contact Information
Montague Sales Personnel have no authority to modify or grant exceptions to this policy or to have any communications with any Reseller regarding violations of this MAP Policy.

All questions or comments regarding this MAP policy are to be directed to the policy administrator at map@montague.com. The policy administrator shall be solely responsible for determining whether a violation of the policy has occurred, communication decisions to resellers regarding the policy and receiving any communication regarding sanction imposed under this policy.