



## SILVER BRUSH LTD.® – THE ART SHERPA™ MINIMUM ADVERTISED PRICE POLICY

### 1. INTRODUCTION

Silver Brush Limited is transforming the way consumers create art in conjunction with our YouTube™ and online partner, The Art Sherpa\*. We enable people to create rewarding artwork, using our products and The Art Sherpa online instructions. Our customers include some of the world's most creative people.

Their enthusiasm for Silver Brush products and The Art Sherpa brand drives awareness and demand for our products and creative art instruction. What began as an idea to help beginning artists to develop their creativity and reach rewarding goals and engage their interests, whatever they may be, has enabled beginners, serious painters and professionals to satisfy their passion. The world of artists, in turn, is helping Silver Brush become one of the most successful art supply companies of our time.

We, and our YouTube partner, recognize that our success is tied to the success of our authorized resellers. We know that many of our resellers invest significant time and resources to deliver a superb customer experience. Silver Brush has unilaterally established this **Minimum Advertised Price ("MAP") Policy** to preserve and enhance the brand image of its products to customers, and to encourage reseller services and marketing efforts in connection with Silver Brush's products.

This MAP Policy is straightforward and everything you need to know is in this statement. Periodically, we may send you revisions to or clarifications of this MAP Policy. It is Silver Brush's corporate policy not to discuss the application of this MAP Policy with any of our resellers or their employees. Do not advise Silver Brush about resellers that are violating this MAP Policy. Silver Brush will make those determinations on its own. All questions related to this MAP Policy should be directed in email to: [mapadmin@SilverBrush.com](mailto:mapadmin@SilverBrush.com).

### 2. POLICY STATEMENT

Silver Brush has carefully and thoughtfully established a range of advertised prices for the MAP Products, which are identified in Section 6 of this MAP Policy. This list of MAP Products and advertised prices may be modified at any time in the sole and absolute discretion of Silver Brush. Each reseller is free to decide independently whether or not to follow this MAP Policy. All resellers remain free to sell the products covered by this MAP Policy at any price they choose and at their sole and absolute discretion.

THIS IS A UNILATERALLY ADOPTED POLICY FROM SILVER BRUSH, AND IS NOT AN AGREEMENT OR AN OFFER TO FORM AN AGREEMENT. SILVER BRUSH IS NOT REQUESTING, AND WILL NOT ACCEPT, ANY AGREEMENT REGARDING RESALE PRICES OR A RESELLER'S COMPLIANCE WITH THIS MAP POLICY. SILVER BRUSH RESERVES THE UNILATERAL RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO REFUSE



PURCHASE ORDERS FOR MAP PRODUCTS, NOT PROVIDE PROMOTIONAL PROGRAMS, JOINT MARKETING PROGRAMS, SPONSORSHIP PROGRAMS, MARKETING MATERIALS, POINT OF PURCHASE DISPLAYS AND/OR TO DISCONTINUE DOING BUSINESS WITH OR SUPPLYING ANY AND/OR ALL PRODUCTS TO ANY RESELLER THAT CHOOSES NOT TO COMPLY WITH THIS MAP POLICY.

### **3. ADVERTISING GUIDELINES**

- a. This MAP Policy applies to all advertisements of MAP Products in any and all media, including but not limited to brochures, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, streaming media, public signage, billboards, banners, and posters, as well as internet sites, search engine listings, social networks, banner ads, broadcast e-mails, landing/destination pages, third party sites, or any other electronic media.
- b. This MAP Policy does not apply to solely on-premise or in-store advertising that is not distributed to customers.
- c. Website features or words such as “click for price,” automated “bounce-back” pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer’s shopping cart and other similar words or features are considered to be communications initiated by the reseller (rather than by the customer) and thereby constitute “advertising” under this MAP Policy.
- d. It shall not be a violation of this MAP Policy to advertise that a customer may “call for price” or “email for price,” or to use similar language, specifically with respect to the MAP Products, so long as no price is advertised or listed.
- e. This MAP Policy also applies to any activity which Silver Brush determines, in its sole and absolute discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for “group purchases” and the like.
- f. It shall not be a violation of this MAP Policy to advertise in general that the reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; provided that the reseller does not include any advertised price below MAP for the MAP Products and otherwise complies with this MAP Policy.
- g. From time to time, Silver Brush, in its sole and absolute discretion, may permit resellers to advertise MAP Products at prices lower than the MAP for a specified period of time. In such circumstances, Silver Brush reserves the right to modify or suspend this MAP Policy with respect to specific MAP Products for a specified period of time by providing advance notice to all resellers of such changes.



#### **4. BUNDLING GUIDELINES**

- a. Advertising Silver Brush products for sale together with other products (“bundling”) will violate this MAP Policy when:
  - i. The effective or stated price of the bundle represents a discount of greater than 15% of the MAP; or
  - ii. The effective or stated discount is greater than 15% of the highest priced item in the bundle.
- b. Gift cards, coupons, points, or other incentives which are contingent on the purchase of a MAP Product will violate this MAP Policy when:
  - i. The effective or stated price of the MAP Product represents an immediate discount of greater than 15% of the MAP; or
  - ii. The effective or stated price of the MAP Product represents a discount of greater than 15% of the MAP after taking into consideration any contingent future purchase.

#### **5. POLICY ENFORCEMENT**

- a. If a reseller with multiple store locations violates this MAP Policy at any one store location, or on any associated website, then Silver Brush will consider this to be a violation by the reseller.
- b. Silver Brush’s MAP Policy Administrator is solely responsible for monitoring compliance with and enforcing this MAP Policy.
- c. Silver Brush may monitor the advertised prices of resellers, either directly or via the use of third party agencies or tools.
- d. This MAP Policy will be administered and enforced by Silver Brush in its sole and absolute discretion. Resellers have no right to enforce this MAP Policy.

#### **6. LIST OF MAP PRODUCTS**

For a list of current MAP prices, please visit:  
[SilverBrush.com/legal/map.pdf](http://SilverBrush.com/legal/map.pdf)

*The Art Sherpa™ is a trademark of The Art Sherpa, LLC, used by Silver Brush under license.*

Rev. 1.2 – 18 May 2017

92 North Main Street, Suite 19-I • Windsor, NJ 08561-0414 USA  
Tel: +1-609-443-4900 • Fax: +1-609-336-0274 • email: [brushlady@silverbrush.com](mailto:brushlady@silverbrush.com) • [www.silverbrush.com](http://www.silverbrush.com)