



Minimum Advertised Pricing Policy

I'm a Little Tea Corp., DBA Angels' Eyes (hereinafter referred to as "Angels' Eyes" has determined that it would be beneficial to adopt a minimum advertised price ("MAP") policy. This MAP policy is designed to maintain price integrity for Angels' Eyes products.

Effective August 1, 2016, Angels' Eyes has unilaterally adopted a Minimum Advertised Pricing Policy (MAP), which is applicable to all Angels' Eyes dealers, distributors, sales representatives and other authorized sellers in the United States, Mexico, Canada, and Globally (Authorized Partners). Angels' Eyes has been building a brand of strong recognition and a high perceived value since 2003. The MAP is intended to protect the Angels' Eyes brand as a premium offering, preserve the opportunity for competitive seller margins and avoid channel conflict between Authorized Partners.

The MAP policy shall work under the following guidelines

1) The products covered by this policy are indicated on official Angels' Eyes price lists ("MAP Products"). Angels' Eyes may in its sole discretion modify the list of MAP Products from time to time.

2) The Minimum Advertised Price for any MAP Product is as published on official Angels' Eyes price lists. MAP pricing is established by Angels' Eyes and may be adjusted by Angels' Eyes at its sole discretion.

a) The Minimum Advertised Price (MAP) shall be calculated as a 20% discount from the most current published Manufacture Suggested Retail Price (MSRP) list.

Example: Angels' Eyes Product with a MSRP of \$50.00 has a MAP of \$40.00 (50.00 x .80).

3) The MAP policy applies to all advertisements of MAP Products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, television, radio, and public signage as well as Internet sites, social media sites, apps, or any other electronic media.

Angels' Eyes products must be sold directly to the end user by a seller or to a seller by an authorized wholesaler. Any unauthorized movement of products to another Seller or Wholesaler, by Seller or Wholesaler to another division, exporter, or another unauthorized organization or by a Wholesaler to the end user is in violation of MAP Policy.

The internet is considered as any other medium for advertising and the same rules and violations that apply to the print apply to sellers who use electronic medium for advertising, and/or price offering or order placement. **To remain in compliance with the MAP guidelines all advertised prices should be at or above the MAP listed price prior to placement in the shipping cart or member price.**

4) Website features such as "click for price", automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, and automatic price display for any items prior to being placed in a customer's shopping cart, and other similar features are considered to be communications initiated by the dealer (rather than by the customer) and thereby constitute "advertising" under this MAP Policy.

5) The MAP policy does not apply to any in-store advertising that is displayed only in a physical brick-and-mortar location and not distributed to any customer(s) outside of that brick-and-mortar location.

6) The inclusion in advertising of free or discounted products (whether made by Angels' Eyes or another manufacturer) with a MAP Product would be contrary to the policy if it has the effect of discounting the advertised price of the MAP Product below the MAP.

7) If pricing is displayed in other than a brick-and-mortar retail store, any strike-through or other alteration of the Minimum Advertised Price is prohibited. Angels' Eyes prohibits the use of indirectly advertising a price lower than the MAP price through tactics like "click to see pricing" or "call for pricing" on webpages or in advertisements.

8) MAP 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's retail location or over the telephone. Authorized Partners remain free to sell these products at any price they choose.

9) MAP does not establish maximum advertised prices. Authorized Partners may offer MAP Products at any price in excess of the MAP.

10) It shall not be a violation of this MAP Policy to advertise in general that the seller has "the lowest prices" or will meet or beat any competitor's price or to use similar phrases so long as the Authorized Partner does not include any advertised price below MAP and otherwise complies with this MAP Policy.

11) Authorized Partners agree to hold all trademarks and copyrights of Angels' Eyes as the property of Angels' Eyes and use advertising materials provided by Angels' Eyes in an authorized manner only.

12) Advertising through any third-party auction site such as eBay with a starting bid price or "Buy it Now" options less than MAP is strictly prohibited. Best offer auctions are not allowed without a reserve equal to MAP or greater.

13) From time to time, Angels' Eyes may permit Authorized Partners to advertise products at prices lower than the MAP retail price. In such events, Angels' Eyes reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all Authorized Partners of such changes.

14) MAP Products may be advertised as free, provided there is no obligation on the customer to make any other purchase in order to receive the product.

15) Authorized Partners will supply a copy of the Angels' Eyes MAP Policy to any new or existing seller ("Seller"). Authorized Partners are obligated to monitor compliance with this MAP Policy by each Seller and are expected to act on and request immediate corrective action of any known violation of the MAP Policy by a Seller.

Angels' Eyes is solely responsible for determining whether an Authorized Partner has not complied with this MAP Policy and for imposing consequences. Consequences include, but are not limited to: (a) suspending shipments of the product that is advertised at a price below MAP, (b) suspending shipment of a broader category of products, (c) suspending all Angels' Eyes products, (d) terminating Angels' Eyes' relationship with the Authorized Partner, and (e) altering the terms of participation in any current or future preferred pricing, promotional, joint marketing or sponsorship programs. Authorized Partners have no right to enforce the MAP Policy.

Angels' Eyes is not seeking agreement from any Authorized Partner to adhere to this MAP policy, and no representative of Angels' Eyes is authorized to solicit or accept any such agreement. It is entirely within the discretion of each Authorized Partner whether to comply or not comply. Except for modifications provided to all Authorized Partners pursuant to Section 12 above, Angels' Eyes sales personnel have no authority to modify or grant exceptions to this Policy or to provide interpretations of this Policy. Angels' Eyes is not bound by any exception or interpretation that an Authorized Partner believes it has received.

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

IMPORTANT: As of August 1, 2016, no shipments of MAP Products will be made to any Authorized Partner without having completed this form and returning it to Angels' Eyes By I'm A Little Teacup Corp..