

BERNIE MEV
MINIMUM ADVERTISED PRICE POLICY

Eliya, Inc., doing business as Bernie Mev (“Bernie Mev”) highly values the efforts by its retailers to promote Bernie Mev products and provide consumers with an engaging and positive retail experience. Bernie Mev also places a high value on protecting the goodwill associated with the Bernie Mev brand. In support of these values, Bernie Mev has unilaterally instituted this Minimum Advertised Price Policy (the “Policy”) for its products.

The Policy applies to Advertisements and Advertising (as defined below) for Bernie Mev products and applies to all of Bernie Mev’s retailers. Each retailer is free to independently set its actual resale prices for Bernie Mev products.

Minimum Advertised Price Policy.

1. Bernie Mev will establish Minimum Advertised Prices (“MAPs”) in United States Dollars for its product. For any retailer accepting currency other than United State Dollars, applicable exchange rate will be applied to the MAPs for the purposes of the Policy.

2. Advertising any Bernie Mev product below its MAPs is a violation of the Policy.

3. As stated above, MAPs apply only to Advertised prices and does not apply to the price at which products are actually sold.

4. All advertising is subject to the Policy. For purposes of the Policy, “Advertise,” “Advertisement,” or “Advertising” includes, but is not limited, marketing and/or promotional materials appearing or used in any media, including, without limitation: flyers; posters; coupons (however disseminated or made available); mailers; inserts; ads in newspapers, magazines, catalogs, and other printed materials; ads placed in, appearing on or visible through electronic media such as websites, emails, email newsletters and email solicitations together with any web pages that link from such emails (and as further described below); ads on television or radio; and signage (including temporary or permanent signs used in or outside of any retailer’s stores, except as set forth below). With respect to Advertising on the Internet, all information regarding Bernie Mev products on the Internet is considered to be Advertising for purposes of the Policy. Advertising on the Internet also includes but is not limited to information disseminated or available through search engines (including search optimization); banners; shopping engines; pop-up or pop-under ads; ads appearing through keywords or adwords; a retailer's or third parties’ website; auction sites including “Buy it Now” options or opening bids; social media sites; blogs; group emailing; and hypertext links.

Administration.

MAPs will be determined by Bernie Mev, and communicated to Bernie Mev retailers in the form of a MAPs List. The Policy and up-to-date MAPs List will be available to retailers online at the Bernie Mev website www.berniemev.com . Retailers are directed to review the MAPs List on a regular basis for updated information relating to the Policy and changes to the MAPs List.

MAPs apply only to products on the MAPs List with an associated MAP. MAPs may be added or removed from products by Bernie Mev from time to time at its sole discretion.

Bernie Mev reserves the right at any time to modify, suspend, or discontinue the Policy in whole or in part or designate promotional periods during which the terms of the Policy change or designate periods of time during which the Policy is not applicable. Any such modifications will be made available online at the Bernie Mev website.

Bernie Mev will also notify by email its retailers who have provided Bernie Mev with an active email address, as to any changes in the Policy or the MAPs List.

Retailers are required to comply with any changes in the Policy or the MAPs immediately upon the posting of changes or the receipt of email notification except for advertising which had already been prepared and was scheduled for delivery within thirty (30) days of notice.

Bernie Mev will not accept any communication from a retailer who has violated the Policy regarding the violation or the willingness of the retailer to bring its Advertising into compliance. Bernie Mev will not discuss any conditional acceptance of the Policy. The Policy is i) unilateral and non-negotiable; and ii) will not be altered for any retailer(s). Bernie Mev will not solicit or accept any assurance of compliance with the Policy. Bernie Mev does not solicit but will accept information from retailers regarding potential non-compliance by another retailer. Bernie Mev will not share with one retailer information about Bernie Mev's business decisions relating to another retailer. As with any other communications about this Policy, such information will be accepted only if addressed to the Bernie Mev MAP Administrator who may be reached at mapprice@berniemev.com.

Violations/Exceptions.

The Policy applies to Advertising and to any activity that Bernie Mev determines, in its sole discretion, is designed or intended to circumvent the intent of the Policy. Violations include, but are not limited to the following:

1. Advertising that includes general, category, percentage off or specific dollar amount discounts if such discounts result in a net price lower than the MAPs.
2. Wording that suggests or implies that a lower price may be found online or at the online checkout stage such as: “see price in cart” “add to cart for lower price” “priced too low to show” or “mouse over for price.”
3. Displaying a price with strike through or otherwise altering a MAPs.
4. Advertisements including:
 - a. wording such as “minimum advertised price” and/or “MAP”; or
 - b. referencing the existence of the Policy as preventing a lower price from being Advertised or suggesting that products are sold for less.
5. Wording such as “call/email for lower price” or “price to low to print.”
6. Use of any “click on” or “click through” buttons or automated pricing features which provide price quotations below the MAPs.

The foregoing examples do not limit Bernie Mev’s right to determine that any given conduct violates the Policy.

The Policy does not apply to the following:

- a. In-store signage and/or displays, point-of-sale signs, hangtags, stickers or similar

marks on products or product packaging which merely state the price and which are not reasonably visible from outside of a store;

b. Offering free shipping or “paying” for associated taxes unless a net price below MAPs is shown;

c. Promotional “gift with purchase” items of limited value (generally considered \$20 or less) that are included at no additional charge with the purchase; or

d. Any local, regional, or national promotions, discounts, rebates, or other programs sponsored or authorized by Bernie Mev directly and/or in connection with any retailer(s).

Consequences.

The manner in which Bernie Mev products are Advertised, promoted and sold is critical to creating and maintaining a premium brand image, and to positioning Bernie Mev products appropriately against other products with which they compete. The failure to comply with the Policy demonstrates a lack of such support.

Bernie Mev will decide what action to take, including but not limited to, whether to continue to do business, in whole or in part, with any retailer that fails to support Bernie Mev’s products as set forth in the Policy, or violates the Policy.

Upon discovering that a retailer has violated the Policy, Bernie Mev may impose the following penalties:

First Offense-written warning that the retailer has violated the Policy;

Second Offense-written notice that the retailer has violated the Policy, and cancellation of all pending orders for Bernie Mev products, and a refusal to accept new orders for a period of three months from the time the violation(s) cease or the date of the notice whichever is later;

Third Offense-written notice that the retailer has violated or is in violation of the Policy, and cancellation of all pending orders for Bernie Mev products, and a refusal to accept new orders for a period of nine months from the time the violation(s) cease or the date of the notice whichever is later.

No chargebacks will be permitted in connection with products not shipped due to the cancellation of any pending orders.

Unilateral Policy.

Nothing in the Policy constitutes an agreement between Bernie Mev and any retailer.

Contact.

Questions or comments regarding the Policy should be directed to the Bernie Mev MAP Administrator at mapprice@berniemev.com. With the sole exception of the MAP Administrator, no Bernie Mev personnel or Bernie Mev independent sales representatives are authorized to address any questions or comments regarding the Policy. Bernie Mev is solely responsible for determining whether a violation of the Policy has occurred, communicating decisions to retailers regarding the Policy, and receiving any communication regarding consequences for noncompliance with the Policy.