

Dear Retailer,

At Brasstech, Inc., we are committed to you—the retailer partners that help our company offer consumer-driven product choices at the highest quality construction to enhance and beautify kitchen and bathroom spaces. To protect our brand and the integrity of our authorized distribution channels, Brasstech is announcing an update to its Authorized Reseller Program for the Newport Brass®, Newport 365®, Ginger®, and Brasstech® brands, effective January 1, 2020.

Among other benefits, our updated Authorized Reseller Program will ensure that all sellers of Brasstech products understand and take the steps necessary to ensure product quality and provide the excellent customer service that is integral to the reputation of our brand. In addition, our Authorized Reseller Program will assist us in identifying and taking action against unauthorized sellers that are harming you and consumers through the sale of damaged and diverted products.

Your obligations under our updated Authorized Reseller Program are outlined in the **Brasstech, Inc. Authorized Retailer Policy**, which is attached for your review.

Key Features of the Authorized Retailer Policy:

- **Where and to Whom You May Sell Brasstech Products:** Brasstech is committed to maintaining the integrity of its authorized distribution channels and to stopping the diversion of Brasstech products to unauthorized sellers. To this end, the Authorized Retailer Policy requires that you sell Brasstech products only to end users, who are classified as an ultimate consumer who does not intend to resell the Brasstech products to any third party, or who intends to install the Brasstech products for the ultimate consumer and who does not intend to resell the Brasstech products in an uninstalled state.
- **Online Sales:** The Authorized Retailer Policy restricts the manner in which you may sell Brasstech products online. Specifically, if you wish to sell Brasstech products online, you must follow our Brasstech, Inc. **Online Sales Guidelines** and limit online sales to your own proprietary website unless you have received Brasstech's separate written consent to sell elsewhere online. You may not sell Brasstech products as a third-party seller on marketplace websites such as Amazon, eBay, Jet, Rakuten, Walmart Marketplace, or Sears Marketplace without prior written consent from Brasstech. Our rules regarding online sales will be strictly enforced.
- **Ensuring Product Quality and Satisfaction:** To ensure that the consumers who purchase Brasstech products have the best experience possible, the Authorized Retailer Policy outlines our expectations for the service you will provide to your customers. The Authorized Retailer Policy also describes certain steps you must take to maintain the quality of Brasstech products until they reach consumers.

Finally, Brasstech has updated its unilateral Minimum Advertised Price Policy (“MAP Policy”), which applies to all retail advertising by authorized sellers of Brasstech products in the United States. A copy of the MAP Policy, which will be effective on January 1, 2020, is attached for your review and reference.

Thank you for your careful attention to the Authorized Retailer Policy and for your continued support of Brasstech, Inc. and the Brasstech brand.

Sincerely,

Brasstech, Inc.



BRASSTECH, INC. AUTHORIZED RETAILER POLICY

To: Brasstech, Inc. Retailers

Re: **Brasstech, Inc. Authorized Retailer Policy**

Date: December 1, 2019

Brasstech, Inc. (“Brasstech”) has adopted this Brasstech, Inc. Authorized Retailer Policy (the “Retailer Policy”) for its Newport Brass®, Newport 365®, Ginger®, and Brasstech® brand product offerings (“Products”). This Retailer Policy applies to Brasstech retailers in the United States of America, and is effective January 1, 2020. This Retailer Policy replaces and supersedes any prior Brasstech, Inc. Brands Sales Policies.

Brasstech’s premium Newport Brass, Newport 365, Ginger, and Brasstech brands (each a “Brasstech Brand” and collectively the “Brasstech Brands”) offer consumers distinctive designs and inventive technologies that meet the discerning demands of the high-end consumer. Brasstech is committed to maintaining the high-end, quality image of the Brasstech Brands. Among other things, Brasstech has selectively appointed only certain channel partners to promote and sell Products. Brasstech also has established marketing, display and sales expectations for Products that channel partners must satisfy, which ensures that consumers select and purchase Products in an atmosphere consistent with the Brasstech Brands’ premium brand image.

Brasstech believes that certain practices are inconsistent with its strategy for each of the Brasstech Brand’s brand image. These practices also may undermine the commitment of Brasstech and channel partners to provide an appropriate level of service, merchandising, advertising and promotion in support of Brasstech’s strategy.

By purchasing Products from Brasstech for retail sale, you (“Retailer”) agree to adhere to the following terms. This Retailer Policy supplements any then-current retailer agreements between you and Brasstech. Until such status is revoked by Brasstech in Brasstech’s sole and absolute discretion, Retailer shall be considered an “Authorized Retailer” hereunder. Brasstech may review Retailer’s activities for compliance with this Retailer Policy, and Retailer agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Retailer’s facilities and records related to the sale of the Products.

1. **Authorized Customers.** Retailer is authorized to sell Products purchased from Brasstech or Brasstech Authorized Distributors to End Users. An “End User” is a purchaser of the Products who (i) is the ultimate consumer of the Products and who does not intend to resell the Products to any third party, or (ii) purchases the Products to install for an ultimate consumer and who does not intend to resell the Products in an uninstalled state. Retailer shall not sell or transfer Products to any person or entity Retailer knows or has reason to know intends to resell the Products in an uninstalled state. Retailer shall not sell, ship, invoice, or promote the Products outside the United States of America without Brasstech’s prior written consent.
2. **Online Sales.**
 - (a) Retailer is authorized to advertise and sell Products through Permissible Public Websites in accordance with the terms herein. A “Permissible Public Website” is a website or mobile application that:
 - (i) is operated by Retailer in Retailer’s legal name or registered fictitious name;

- (ii) conspicuously states Retailer's legal name or registered fictitious name, mailing address, telephone number, and email address;
 - (iii) does not give the appearance that it is operated by Brasstech or any third party; and
 - (iv) is operated in compliance with the terms and conditions set forth in the Brasstech, Inc. Online Sales Guidelines, attached hereto as Exhibit A, as Brasstech may amend from time to time.
 - (b) **Retailer shall not advertise or sell the Products on or through any website, online marketplace (including, but not limited to Amazon, eBay, Houzz, Walmart Marketplace, or Sears Marketplace), mobile application, or other online forum other than a Permissible Public Website without the prior written consent of Brasstech.** Brasstech reserves the right to terminate, at any time and in its sole discretion, its approval for Retailer to market and sell Products on the Permissible Public Websites, and Retailer must cease all such marketing and sales on the Permissible Public Websites immediately upon notice of such termination. The terms of this Retailer Policy supersede any prior agreement between Brasstech and Retailer regarding the sale of the Products online.
3. **Sales Practices.** Retailer shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time. Retailer shall not make any warranties or representations concerning the Products except as expressly authorized by Brasstech. Retailer shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products. Retailer shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Brasstech, the Brasstech Brands, or the Products.
4. **Product Care, Customer Service, and Other Quality Controls.**
- (a) Retailer shall comply with all instructions provided by Brasstech regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Retailer shall store Products in a cool, dry place, away from direct sunlight.
 - (b) Retailer shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to the Products or their packaging are not permitted. Retailer shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Retailer shall not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging.
 - (c) Retailer shall not represent or advertise any Product as "new" that has been returned open or repackaged.
 - (d) Promptly upon receipt of the Products, Retailer shall inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a "Defect"). If any Defect is identified, Retailer must not offer the Product for sale and must promptly report the Defect to Brasstech at RGARrequest@Brasstech.com.
 - (e) Retailer shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise customers on the selection,

installation, and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Retailer must be available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly.

- (f) Retailer shall cooperate with Brasstech with respect to any Product tracking systems that may be implemented from time to time.
 - (g) Retailer shall cooperate with Brasstech with respect to any Product recall or other consumer safety information dissemination efforts.
 - (h) Retailer shall report to Brasstech any customer complaint or adverse claim regarding the Products of which it becomes aware. Retailer shall assist Brasstech in investigating any such complaints or adverse claims.
 - (i) Retailer shall cooperate with Brasstech in the investigation and resolution of any quality or customer service issues related to Retailer's sale of the Products, including disclosing information regarding Product sources, shipment, and handling.
5. **Intellectual Property.** Retailer acknowledges and agrees that Brasstech owns all proprietary rights in and to the Newport Brass, Newport 365, Ginger, and Brasstech brands, name, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "Brasstech IP"). Retailer is granted a limited, non-exclusive, non-transferable, revocable license to use the Brasstech IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Retailer's status as an Authorized Retailer. All goodwill arising from Retailer's use of the Brasstech IP shall inure solely to the benefit of Brasstech. Retailer's use of the Brasstech IP shall be in accordance with any guidelines, including the Brasstech, Inc. Corporate Brand guidelines, which may be provided by Brasstech from time to time and must be commercially reasonable as to the size, placement, and other manners of use. Brasstech reserves the right to review and approve, in its sole discretion, Retailer's use or intended use of the Brasstech IP at any time, without limitation. Retailer shall not create, register, or use any domain name or any mobile application that contains any Product name or any trademark owned by or licensed to Brasstech, nor a misspelling or confusingly similar variation of any Product name or any trademark owned by or licensed to Brasstech.
6. **Termination and Violations.** If Retailer violates this Retailer Policy, Brasstech reserves the right to stop selling Products to Retailer, and/or terminate Retailer's status as an Authorized Retailer or Authorized Online Seller, as applicable, with written or electronic notice in Brasstech's sole discretion. Upon termination of a Retailer's status as an Authorized Retailer, Retailer shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Retailer is an Authorized Retailer and/or Authorized Online Seller of the Products or has any affiliation whatsoever with Brasstech; and (iii) using all Brasstech IP.
7. **Modification.** Brasstech reserves the right to update, amend, modify, or discontinue this Retailer Policy at any time. Unless otherwise provided, such amendments will take effect immediately and Retailer's continued use, advertising, offering for sale, or sale of the Products, use of the Brasstech IP, or use of any other information or materials provided by Brasstech to Retailer following notice of the amendments will be deemed Retailer's acceptance of the amendments.
8. **Confidentiality.** This Retailer Policy, and its attachments, if any, constitute confidential, proprietary information of Brasstech and shall not be used for any purpose other than the

authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of Brasstech.

No Brasstech employee or representative is authorized to modify or change this Retailer Policy for any particular Authorized Retailer. Brasstech alone will implement, interpret and enforce this Retailer Policy in its sole discretion and independent judgment.

Please make sure that all appropriate people in your organization receive a copy of this Retailer Policy. This Retailer Policy is in addition to and separate from all other Brasstech policies.

Thank you for your continued support of Brasstech and the Brasstech Brands.

EXHIBIT A
BRASSTECH, INC. ONLINE SALES GUIDELINES

Retailer's approval to sell Products on Permissible Public Websites is conditioned on adherence to the following terms and conditions:

1. No Permissible Public Website shall give the appearance that it is operated by Brasstech or any third party.
2. Each Permissible Public Website name and URL shall be consistent with the premium image of the Brasstech Brands.
3. Every Permissible Public Website must adhere to all Brasstech, Inc. Corporate Brand guidelines, and display Products in a manner that is consistent with the Brasstech Brands' brand positions. In marketing the Products on the Permissible Public Websites, Retailer shall only use images of Products either supplied by or authorized by Brasstech and shall keep all Product images and descriptions up to date. Retailer shall not advertise Products not carried in inventory.
4. No Permissible Public Website name and URL address shall use the names Newport Brass®, Newport 365®, Ginger®, or Brasstech®, or any variation thereof (unless approved in advance by Brasstech).
5. Every Permissible Public Website must display the "Authorized Online Seller" graphic provided by Brasstech on every page containing a Product. This graphic shall be "above the fold" (no scrolling required to view), assuming a screen resolution of 1024 X 768, on every such page. The suggested location of the "Authorized Online Seller" graphic is directly beneath the Product image.
6. Each Permissible Public Website must provide a minimum of one backlink to Brasstech.com.
7. Each Permissible Public Website must provide a broad selection of Products (approximately 90% of Product suites) and shall not include any advertising, text, link, image, graphics or cross-selling of or related to items not affiliated with one of the Brasstech Brands, with the exception of a navigation bar.
8. On an annual basis by January 30th of each calendar year, Retailer must provide its online advertising/marketing plan for Products to Brasstech for the upcoming year. At Brasstech's request, Retailer will reasonably cooperate in demonstrating and/or providing access to, and copies of, all webpages that comprise the Permissible Public Website.
9. Each Permissible Public Website must provide prominent Brasstech brand placement on the site home page, the kitchen home page, and the bath home page, and must contain a Brasstech-specific product category for any search term containing the words "Newport Brass," "Newport 365," "Ginger," or "Brasstech" within the Permissible Public Website.
10. Retailer must provide a high quality customer service experience for online customers shopping on any Permissible Public Website, including the following:
 - (a) Conspicuously provide the Retailer's full legal name or registered fictitious name, mailing address, email address, and consumer toll-free number for customer assistance (collectively, "Contact Information"), on each Permissible Public Website.
 - (b) Offer devoted, qualified, and knowledgeable customer service staff to answer consumer questions. Staff must be available a minimum of 6 days per week, 10 hours per day on weekdays, and 8 hours per day on Saturdays.
 - (c) Respond to customer email inquiries no later than 48 hours after the inquiry.
 - (d) Provide a mechanism for receiving customer feedback, and provide copies of information related to customer feedback (including any responses to customers) to Brasstech for review upon request. Retailer agrees to cooperate with Brasstech in the investigation of any negative online review associated with Retailer's sale of the Products and to use reasonable efforts to assist in resolving any such reviews. Retailer shall maintain all records related to customer feedback for a period of one year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph

shall be construed to require Retailer to disclose identifying information about its customers to Brasstech.

- (e) Provide order confirmation by email to customers within 24 hours of purchase, containing Retailer's Contact Information.
 - (f) Provide shipping confirmation, including tracking number, by email to customers.
 - (g) Offer online order tracking to customers.
 - (h) Provide regularly and timely backorder communication to customers.
11. Each Permissible Public Website must be consumer-friendly, with graphics that load in a reasonable amount of time.
 12. Each Permissible Public Website must clearly display the Retailer's return policy and Brasstech's warranty.
 13. Each Permissible Public Website must be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
 14. Retailer shall be responsible for all fulfillment to its customers who order Products through Permissible Public Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.
 15. Except for a drop-shipping arrangement with Brasstech or a Brasstech Authorized Distributor, Retailer shall not use any third party fulfillment service to store inventory or fulfill orders for the Products. Except for such drop-shipping arrangements, Retailer shall not fulfill orders in any way that results in the shipped Product coming from stock other than Retailer's.
 16. Brasstech reserves the right to require Retailer to adhere and agree to additional terms relating to the quality and sale of Products through Permissible Public Websites.

Brasstech, Inc. Minimum Advertised Price (MAP) Policy

As part of its strategy to market the finest in decorative hardware and plumbing products, Brasstech, Inc. has adopted the following Minimum Advertised Price Policy (“Policy”) for Newport Brass®, Newport 365®, Ginger®, and Brasstech®-branded products (the “Products”). This Policy is effective January 1, 2020, and applies to all advertisements of the Products by Brasstech, Inc.’s Brasstech, Inc. Brand Showrooms, Wholesalers, Distributors and Kitchen and Bath Dealers, Resellers, and Retailers (“Customers”).

This Policy supersedes all prior Brasstech, Inc. Minimum Advertised Price Policies. To the extent that any provision, term, or agreement governing the relationship between Brasstech, Inc. and any Customer may be construed in a manner that is inconsistent with the terms of this Policy, the terms of this Policy control.

It is a violation of this Policy for any Customer to display an Advertised Price (as defined herein) for a Product below the Product’s Minimum Advertised Price.

“Minimum Advertised Price” shall mean the MAP listed for each Product in the then-current Brasstech, Inc. price file. In its sole discretion, Brasstech will establish the Minimum Advertised Price and communicate the Minimum Advertised Price to all Customers.

The “Advertised Price” shall be the price advertised to consumers net of all discounts, premiums, coupons or allowances offered for a Product. Direct or indirect attempts to circumvent this Policy also violate this Policy; however, it is not a violation to advertise that a customer may “call for price,” “text for price,” or “email for price” as long as no price is listed and no automated call, text message, or “bounce-back” email is used in response. Product promotions with a price lower than a Product’s applicable Minimum Advertised Price shall not be considered a violation of this Policy if they are advertised in conjunction with a Brasstech, Inc. promotional initiative. Brasstech, Inc. shall communicate any such promotional initiative in advance to all Customers.

Customers remain free to sell Products at any price they deem appropriate.

Notwithstanding the foregoing, pricing information displayed at the final online checkout stage of a transaction is not considered advertising under this Policy. The “final online checkout stage” is the stage when the Product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information. Pricing information in the “shopping cart” or “checkout” stage must be obscured technically so that it is not retrievable by shopping and pricing engines, and not displayed on search page results within the reseller’s own website.

It will be considered a violation of this Policy for any Customer to sell any of the Products to any person or entity that advertises the Products at a price lower than the Minimum Advertised Price established by Brasstech, Inc.

Brasstech, Inc. has adopted this Policy unilaterally in furtherance of its independent business strategy. No Brasstech, Inc. employee or representative is authorized to modify, interpret, grant exceptions to, or change this Policy for any particular Customer; nor solicit or obtain the agreement of any person or entity to comply by this Policy; nor otherwise discuss any aspect of this Policy with any Customer, including that Customer's or any other Customer's compliance with the terms of this Policy. Any questions about this Policy should be submitted in writing and directed to Brasstech, Inc.'s MAP Policy Administrator at MAP@Brasstech.com. Brasstech, Inc. will accept no other form of communication from Customers regarding the Policy.

Each Customer is free to decide independently whether to follow this Policy. **This Policy does not constitute an agreement between Brasstech, Inc. and any other entity.**

Consequences for violation of this Policy are as follows:

1. First Violation: Written warning from Brasstech, Inc.
2. Second Violation (within 12 months of first violation): Written warning from Brasstech, Inc.
3. Third Violation (within 12 months of first violation): For 30 days, Brasstech, Inc. will stop selling all Products to the violator, and the violator will not be authorized to purchase Products from any distributor.
4. Fourth Violation (within 12 months of first violation): For 90 days, Brasstech, Inc. will stop selling all Products to the violator, and the violator will not be authorized to purchase Products from any distributor.
5. Fifth Violation (within 12 months of first violation): Brasstech, Inc. will terminate its business relationship with the violator and the violator will not be authorized to purchase Products from any distributor. Brasstech, Inc. will revoke its acceptance of any pending orders and cancel any pending shipments to the violator.

Brasstech, Inc. may amend or discontinue this Policy at any time and will notify Customers of such amendment or discontinuation. This Policy is in addition to and separate from all other Brasstech, Inc. policies. Thank you for your continued support of Brasstech, Inc. Products.