

KIMBALL INTERNATIONAL, INC. MINIMUM ADVERTISED PRICE POLICY

The Kimball International, Inc. (“KII”) family of brands and its products are strongly associated with exceptional quality, innovative design, and first-in-class customer experience. As we continue to extend high quality products to a broader range of customers, we must take care to ensure that the image of our brands and their presentation to our end-consumer reflect the high quality and value consumers have come to expect from us. For these reasons, we have determined that it is in the best interest of the KII family of brands to establish the following Minimum Advertised Price (“MAP”) policy for authorized resellers of Kimball, National, Etc., Interwoven, D’Style, and Kimball Hospitality products that are identified by us as MAP products from time to time (“MAP Products”).

Resellers of MAP Products may not advertise MAP Products at a price lower than the MAP. Specific minimum advertised prices will be identified in price lists that will be distributed to Authorized Resellers, as defined, and subject to change, by KII, in its sole discretion, and may be revised from time-to-time. KII reserves the right to discontinue doing business with, or to take corrective action against, any reseller that advertises any products covered by this MAP Policy at a price lower than the MAP.

This MAP Policy applies to all advertisements of MAP Products that are publicly accessible or displayed in all media and forms, including, but not limited to, websites and online platforms. The MAP Policy does not apply to online sites or platforms that are accessible only with a password such as dealer portals. Pricing listed on any publicly accessible internet site is considered an advertised price and must adhere to this MAP Policy. Additional guidelines include the following:

- This MAP Policy applies only to advertised prices and does not apply to the price at which KII products are actually sold or offered for sale by Authorized Resellers.
- The MAP policy applies to the advertised price of a product before shipping, handling, or additional charges are levied.
- Website features such as “click for price,” automated “bounce-back” pricing e-mails, automatic price display for any items prior to being placed in a customer’s shopping cart, and other similar features are considered communications initiated by the reseller (rather than by the customer) and thereby constitute prohibited advertising under this MAP Policy.
- Statements such as “add to basket to see price,” “we will match any price,” “call for price” or phrases of similar meaning are not a violation of this policy as long as any displayed prices are not lower than the MAP price.
- Once the pricing is associated with an intent to purchase (added to shopping cart or order), the price becomes the selling price and is not subject to this MAP Policy.

- Store-wide discounts on all store or site items or “all on sale” promotions are not a violation of this policy so long as such promotions are (i) approved in writing, in advance by KII, (ii) for a limited period of time (e.g. Black Friday, Cyber Monday, anniversary sale, etc.), and (iii) MAP Products are not separately identified.

The MAP policy will be enforced by KII in its sole discretion. KII is solely responsible for determining whether a violation of the MAP Policy has occurred, as well as determining appropriate sanctions. KII reserves the right to take action, including canceling pending orders, restricting future orders and suspending resellers’ accounts if KII believes a reseller has or intends to violate this policy. Orders held or canceled due to MAP Policy violations are the responsibility of the reseller and will not be subject to any late fees, fines or penalties. Intentional or repeated failure to abide by this MAP Policy will result in sanctions unilaterally imposed by KII that may include termination as an Authorized Reseller and the business relationship with KII. The level of sanctions will be determined by KII in its sole discretion.

From time to time, KII may permit resellers to advertise MAP Products at prices lower than the MAP price. In such instances, KII reserves the right to modify or suspend the MAP price with respect to the affected products for a specified period of time by providing advance notice to resellers of such changes. Waivers to this MAP policy may be granted by KII in its sole discretion.

KII monitors the advertised prices of dealers, either directly or via the use of third-party agencies or tools. Resellers are expected to provide reasonable cooperation in any investigations regarding possible MAP policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a KII MAP policy investigation is a violation of this MAP policy.

KII has adopted this MAP Policy unilaterally in furtherance of its independent business strategy and reserves, at its sole discretion, the right to change its MAP Policy and to interpret, enforce and otherwise handle all questions and issues related to the policy. No sales representative, dealer or Authorized Reseller has the authority to change or enforce this MAP Policy. All questions related to this policy should be sent to MAP@kimballinternational.com.