

# RETAILER MINIMUM ADVERTISED PRICING POLICY (RMAP) RETAILER

## PURPOSE

ANEROS (hereinafter, "ANEROS") is committed to providing its partners and customers with the highest quality products and exceptional customer service. In line with our commitment, ANEROS unilaterally adopted the MINIMUM ADVERTISED PRICING POLICY (MAP Policy/ RMAP Policy) to ensure all our distributors and retailers can compete fairly and as a result, mutually benefit as a team. This MAP Policy has many pro-competitive advantages, including promoting inter-brand competition, protecting the quality perception of the ANEROS brand and its products, but in addition, the MAP Policy will also protect and increase the quality and integrity of our partners. The MAP Policy applies to all ANEROS brand products in the United States and all other countries where ANEROS brand products are sold (unless such policies are prohibited by law). The suggested minimum advertised price ("MAP") can be found in Exhibit A.

## POLICY

To conform to the MAP Policy, a retailer/reseller/partner (aka "retailer") may not advertise any of the MAP Products at a price below the applicable MAP Price as listed in Exhibit A. The MAP Price does not include shipping.

For purposes of this MAP policy, "advertising" includes, but is not limited to: any print material such as newspapers, magazines, in-store displays; as well as electronic mail; Twitter feeds; Facebook or other social network postings; websites; television or radio ads; opening bid; "buy now" or no-bid postings on eBay or other online auction sites; and Internet popups, downloads, search ads, or display ads and any multi-vendor marketplace/websites.

This MAP Policy includes:

1. Coupons, discounts, rebate offers, or other inducements that advertise a price lower than the MAP;
2. The advertising of any volume discount or other promotion that would cause the per unit sales price to be advertised at less than the MAP;
3. Bundling Aneros products with other products or services when such bundling has the effect of reducing the advertised price of the Aneros product below the MAP;
4. Statements or other indications on a website or in other promotional materials that indicate or imply that a lower price may be found at the online checkout stage, including but not limited to, "See Price in Cart," "Add to Cart to See Price" or other similar features; and
5. Any other Reseller-initiated communication or form of advertisement that has the effect of advertising a price below the MAP, such as a price-off coupon, storewide sale, promotional code or other similar items that can be applied to Aneros products or from which Aneros products are not excluded.
6. In general, any manner of discounting that results in a net advertised price of an ANEROS product below its MAP Price, regardless of any other circumstances, will be considered as not complying with the MAP Policy. Failure to advertise a prices will be considered a violation of this MAP Policy.

This MAP policy does not apply to prices provided by direct telephone or email communication in response to a prospective customer's request. Use of phrases that advertise "the lowest prices," "will match or beat competitor's prices," or similar phrases also do not violate this Policy so long as the Reseller does not include any advertised price below the MAP. This MAP Policy does not apply in any way to a retailer's actual setting of retail prices. Each retailer remains free to set its actual resale price for ANEROS products, in the retailer's sole discretion. ANEROS may, from time to time, sponsor special promotions or rebates to which this MAP Policy will not apply, as designated by ANEROS in its sole discretion.

ANEROS reserves the right to update the MAP pricing and products (Exhibit A) and will provide updated MAP pricing unilaterally to all affected parties. In such instances, all other policies under the MAP will continue as this adjustment will not affect the validity of this agreement.

### **APPROVED ONLINE RETAILER LIST**

To effectively administer the MAP Policy, ANEROS maintains an APPROVED ONLINE RETAILER LIST. Distributors will only sell to an online retailer who is on the APPROVED ONLINE RETAILER LIST. If the retailer is not on the approved list, they can contact the Distributor or ANEROS for a copy of the Retailer MAP Policy (RMAP), which can be signed and returned to [map@aneros.com](mailto:map@aneros.com). ANEROS will then approve or reject the retailer. Upon approval, the retailer will be added to the APPROVED ONLINE RETAILER LIST and allowed to advertise and sell ANEROS Branded Products per the MAP policy. If ANEROS rejects the retailer, then the retailer will not be allowed to advertise/sell ANEROS Branded Products. A distributor will not sell ANEROS Branded Products to any retailer on the DO NO SELL LIST.

### **PROCEDURE /DUTIES**

To adhere to the MAP Policy:

- 1) Any retailer that advertises and/or sells ANEROS branded products ONLINE will need to obtain and sign a copy of this form, aka... RMAP Policy.
  - a. This RMAP policy form can be obtained from your distributor or ANEROS.
  - b. Please return the form directly back to ANEROS at [christina@aneros.com](mailto:christina@aneros.com).
- 2) Upon receipt of the signed formed, ANEROS will approve / disapprove the retailer and RMAP.
  - a. All Approved retailers will be added to the APPROVED ONLINE RETAILER LIST.
  - b. All Rejected retailers will be added to the DO NOT SELL LIST.
- 3) Only retailers on the APPROVED ONLINE RETAILER LIST will be allowed to sell ANEROS Branded Products. Retailers on the DO NOT SELL LIST may NOT sell ANEROS Branded Products.
- 4) Approved Retailers who violate the MAP Policy will be placed on the DO NOT SELL LIST.

**\*\*ANEROS reserves the right, at its discretion, to determine the criteria, such as a violation of the MAP Policy, by which retailers are added to the DO NOT SELL LIST.**

In the event that ANEROS receives information that a party is advertising an ANEROS product below the minimum advertised price (MAP), ANEROS will contact the noncompliant party. ANEROS will then request the noncompliant party to comply with the minimum price within ten (10) days. If after ten (10) days the pricing has not been corrected, or if the retailer has failed to answer the request, ANEROS may, at its sole discretion, notify the retailer's distributor and add the retailer to the DO NOT SELL LIST. ANEROS also reserves the right to cease future supply of the product to the noncompliant party and/its distributor. Any decision to reinstate a retailer's ability to purchase a MAP Product after the retailer has advertised that MAP Product below the applicable MAP Price will be at the sole discretion of ANEROS. Furthermore, ANEROS also reserves any and all remedies that it may have for breach of the MAP Policy, including breach of contract claims, monetary damages, and any remedies allowed by law. ANEROS reserves the right to modify, suspend, or discontinue this MAP Policy in whole or in part at any time. This MAP Policy supersedes all previous MAP policies, and shall remain in effect unless ANEROS amends or replaces it.

### **MULTI-VENDOR MARKETPLACES/ WEBSITES**

In furtherance of ensuring the quality and reputation of ANEROS products, advertising and sales to any multi-vendor marketplace/websites are STRICTLY PROHIBITED. A multi-vendor marketplace/website refers to an e-commerce site that enables multiple users to sell their products whereas the site owner continues to enjoy commissions based on their sales. In short, the multi-vendor website is an online e-commerce marketplace. Examples of multi-vendor websites include but are not limited to amazon.com, jet.com, ebay.com, walmart.com and its subsidiaries (amazon.co.uk, amazon.eu, ebay.co.uk, etc....).

### **UNILATERAL ADOPTION**

For the MAP Policy to be effective and for all ANEROS partners to mutually benefit, ANEROS has adopted this MAP Policy unilaterally. This means ANEROS will not discuss any conditions of acceptance related with this MAP Policy, as it is non-negotiable and will not be altered for any distributor and/or its partners.

**ANEROS is excited to work as a team and to implement a MAP Policy that will be beneficial to all its partners. Please provide your signature below to indicate that you are a duly authorized representative of your company, you have received a copy of the MAP Policy, you understand its contents, and you accept the MAP Policy.**

Company Name: \_\_\_\_\_

Store URL: \_\_\_\_\_

Amazon Store Name: \_\_\_\_\_

eBay Store Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

**\*\*This form can be emailed to [christina@aneros.com](mailto:christina@aneros.com), faxed to 713-680-8841, or mailed to P.O. Box 55554, Houston, TX 77255.**

# EXHIBIT A: THE PRODUCTS

\*\*UPDATED 1/2019

<b>Product Number</b>	<b>Product Name</b>	<b>Min. Advertised Retail Price</b>
<b>IN ORDER OF RELEASE</b>		
894757001928	Eupho Syn Trident	\$69.95
894757001935	MGX Syn Trident	\$69.95
894757001904	Vice 2	\$149.95
894757001911	Helix Syn Trident	\$69.95
894757001850	Vivi	\$129.00
894757001843	Eupho Trident	\$55.00
894757001836	Maximus Trident	\$55.00
894757001829	Helix Trident	\$55.00
894757001812	MGX Trident	\$55.00
<b>IN ALPHABETICAL ORDER</b>		
894757001546	DeVice™	\$69.95
894757001461	Eupho Classic	\$49.95
894757001553	Eupho Syn™	\$69.95
894757001515	Evi	\$54.95
894757001478	Helix Classic	\$49.95
894757001997	Helix Syn™	\$69.95
894757001065	Lubricant Applicator	\$4.00
894757001072	Marksman®	\$10.00
894757001447	MGX Classic	\$49.95
894757001980	Muze®	\$99.95
894757001508	Peridise® Complete Set	\$59.95
894757001973	Peridise® Set (2pk)	\$19.95

894757001577	Progasm Jr.™	\$49.95
894757001096	Progasm® Black Ice	\$59.95
894757001485	Progasm® Classic	\$59.95
894757001317	Progasm® Ice	\$59.95
894757001638	Progasm® Red Ice	\$59.95
894757001560	Sessions™ 4.2oz	\$12.95
894757001584	Sessions™ 8.5oz	\$19.95
894757001416	Tempo®	\$69.95
894757001393	Vice®	\$139.95