

MINIMUM ADVERTISED PRICING POLICY (MAP)

Purpose

ANEROS® is committed to providing its customers with the highest quality products and exceptional customer service. In line with our commitment, ANEROS® adopted the MINIMUM ADVERTISED PRICING POLICY (MAP Policy) to ensure our distributors and retailers have reasonable margins. These margins incentivize our partners to train their employees to provide exceptional and knowledgeable customer service about the revolutionary ANEROS® products. This MAP Policy has many other pro-competitive advantages, including promoting interbrand competition and protecting the quality perception of our products and the ANEROS® brand in general. The ANEROS® (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 on the ANEROS® Distributor Pricing sheet.

Policy

To conform to the MAP Policy, a distributor/retailer may not advertise and/or sell any of the MAP Products at a price below the applicable MAP Price. The MAP Price does not include shipping.

For purposes of this MAP policy, “advertising” includes, but is not limited to: any newspaper, magazine, or billboard ad; in-store displays; catalogues; mobile phone ads; electronic mail; Twitter feeds; Facebook or other social network postings; flyers or direct mail pieces; 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. This MAP Policy includes advertising of any rebates, banner discounts, store-wide or department sales, buy-one-get-one free promotions, or any other advertised sale or discount that results in the MAP Products being advertised at an effective price below the MAP Price. Rebates, coupons, credits, percentage discounts, or 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 price will be considered a violation of this MAP Policy.

This MAP policy does not apply to displaying an ANEROS® brand product’s price to an Internet customer after he or she places the product in his or her secure shopping cart, or to prices provided by direct telephone or email communication in response to a prospective customer’s request. 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.

It is the distributor’s responsibility to ensure that all of its retailers/resellers/partners adhere to the MAP, including the strict prohibition of sales on and/or to multi-vendor marketplaces/websites (see below). A violation of MAP by a distributor’s retailer/reseller/partner inures to the Distributor and Aneros reserves any and all remedies available to the retailer and/or distributor.

Multi-Vendor Marketplaces/ Websites

In furtherance of ensuring the quality and reputation of ANEROS® products, advertising and sales to or on 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...). Any Distributor / Retailer / Entity that does not actively cease its partners and/or itself from advertising and/or selling on and/or to multi-vendor websites will be deemed in direct violation of the MAP policy and breach of contract. ANEROS® assumes the sole discretion to determine whether a website is considered a multi-vendor website and also reserves any and all remedies that it may have.

Procedure

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, cease future supply of the product to the noncompliant party *or 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® does not solicit, and will not accept, any assurances of future compliance with this MAP Policy as a condition of reinstatement. ANEROS® has adopted this MAP Policy unilaterally. 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 retailer. Nothing in this Policy shall constitute an agreement between ANEROS® and any retailer that the retailer will comply with this MAP Policy. ANEROS® reserves the right to modify, suspend, or discontinue this MAP Policy in whole or in part at any time. This MAP Policy supercedes all previous MAP policies, and shall remain in effect unless ANEROS® amends or replaces it.

Please check the appropriate statement below to indicate you have received a copy of the MAP Policy and understand its contents.

____ The undersigned is a distributor offering ANEROS® brand products for sale to wholesale customers.

____ The undersigned is a distributor offering ANEROS® brand products for sale to wholesale and end user customers.

____ The undersigned is a retailer offering ANEROS® brand products for sale to end user customers.

Authorized Signature: _____

Date: _____

Full Name: _____

Title: _____

****This form can be faxed to 713-680-8841 or mailed to P.O. Box 55554, Houston, TX 77031.**