



DryGuy®

a division of Implus Footcare, LLC

### **MINIMUM ADVERTISED PRICE POLICY**

Effective immediately, DryGuy®, a division of Implus Footcare, LLC, has unilaterally established this policy setting the Minimum Advertised Price (“MAP Policy”) of selected DryGuy products, which shall apply to resellers that sell DryGuy products in the United States, and all forms of reseller advertising including mailings, catalogs, displays at consumer exhibitions and shows, and any and all other forms of advertising media, including, without limitation, the Internet and any other electronic network (collectively, “Resellers”).

An important part of growing a high-quality brand is maintaining price points that reflect our products’ true value. Therefore, we have implemented a MAP Policy that is designed to: 1) prevent the erosion of our products’ perceived value, and 2) maintain sufficient profit margins so our retailers can provide customers the shopping experience and service they expect.

Advertising and promotional activities play a critical role in establishing the image and reputation of the DryGuy brand. We believe that the company’s customers rely on advertising to establish their understanding of our products. DryGuy’s MAP Policy is designed to ensure that all product advertising focuses on features, benefits, guarantees and quality. This advertising is essential to ensure the correct value of the products is perceived in the minds of consumers.

DryGuy believes that its MAP Policy will help in establishing the long-term value of the DryGuy brand in consumers’ minds and thus make it a more profitable line for our Resellers.

Resellers who violate this MAP Policy will be subject to loss of their eligibility to purchase products covered by the MAP Policy.

1. The DryGuy MAP Policy shall apply to the products listed on Exhibit A, and may be adjusted from time to time by DryGuy in its sole discretion.
2. The DryGuy MAP Policy applies equally to DryGuy direct Resellers as well as those who purchase product through any distributor of DryGuy products.
3. Resellers who provide DryGuy products to persons or entities who resell the products, are responsible for ensuring that those persons and entities’ pricing complies with the MAP Policy. Resellers who continue to provide products to persons or entities which are known to disregard the MAP Policy will be considered in violation of this Policy and may be canceled immediately.
4. DryGuy Resellers operating within the United States may not sell or offer to sell our product outside of the United States through internet, physical based sales, or equivalents thereof.
5. This Map Policy applies to all forms of advertisements in any and all media, including, but not limited to Internet sites, social media sites, apps, or any other electronic media as well as print advertisements, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage.



6. Website features such as “click for price”, automated “bounce-back” pricing emails, pre-formatted email responses, forms, and automatic price display for any items prior to being placed in a customer’s shopping cart, and other similar features are considered to be communications initiated by the dealer (rather than by the customer) and thereby constitute “advertising” under this MAP Policy.
7. The DryGuy MAP Policy does not apply to the purchase pages or any “check-out page” of any Reseller’s website or related internet site (i.e., the page on which the consumer actually completes the purchase of the product).
8. The MAP Policy applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer. Further, this MAP Policy does not preclude DryGuy Resellers from advertising the availability of non-product specific coupons for lower sales prices at checkout. DryGuy Resellers remain free to sell the products covered by DryGuy’s MAP Policy at any prices they choose.
9. The MAP Policy does not in any way limit the ability of any Reseller to advertise that “they have the lowest prices” or, they “will meet or beat any competitor’s price,” that consumers should “call for a price” or similar phrases as long as the price advertised or listed for the products is not less than the MAP Policy price established by DryGuy for such products.
10. The MAP Policy does not establish maximum advertised prices at which products may be sold. All Resellers may advertise DryGuy products at any price in excess of the minimum advertised price established by DryGuy for such products.
11. Sale of DryGuy products on any internet auction sites (eBay, eBid, etc.) is a violation of this Policy and is not permitted.
12. Sale of DryGuy products on any third-party e-commerce platform (Alibaba, Amazon, Buy.com, Google Express, Jet.com, Newegg, Overstock, Rakuten, Sears, and Walmart, etc.) is not permitted unless Reseller has been approved in writing by DryGuy.
13. Advertising the bundling or inclusion of a free or discounted product (whether supplied by DryGuy or another manufacturer) with a DryGuy product covered by this MAP Policy is a violation of this Policy and is not permitted.
14. The MAP Policy does not apply to solely on premise or in-store advertising that is not distributed to customers.
15. From time to time, DryGuy may implement promotions for products covered by the MAP Policy. DryGuy reserves the right to modify or suspend the MAP Policy at any time with respect to the affected products. DryGuy further reserves the right to adjust the MAP Policy with respect to all or certain products at its sole discretion upon at least thirty (30) business days’ advance written notice to Resellers.
16. This MAP Policy also applies to any activity which DryGuy determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy.



17. In the event there is a violation of the MAP Policy, DryGuy will take the following actions:

First Violation. Should a Reseller violate the MAP Policy and not correct the violation within 24 hours after being notified of the violation in writing by DryGuy, the Reseller will be suspended from acquiring DryGuy products for thirty (30) days.

Second Violation. Should a Reseller commit a second violation, Reseller shall be suspended from acquiring DryGuy products for one hundred twenty (120) days.

Third Violation. Should a Reseller commit a third violation, (i) Reseller shall be suspended from acquiring DryGuy products for one (1) year after which time such Reseller would have to apply to purchase DryGuy products; and (ii) all unpaid balances outstanding to DryGuy at the time of violation shall become immediately due and payable.

DryGuy reserves the right, in its sole discretion, to determine all violations of its MAP Policy and further reserves the right to waive any violations of the MAP Policy in its sole discretion, provided, however, that no such waiver shall be deemed or constitute a waiver of any subsequent violation(s) and the resulting enforcement of the MAP Policy. Based on the severity of the violation, DryGuy, at its sole discretion, may escalate any infraction and its associated consequences to the level of a third violation.

18. This MAP Policy is solely DryGuy's decision and responsibility. No employee or sales representative of DryGuy has any authority to discuss or modify this MAP Policy and any action of any person, which claims to modify this MAP Policy or to solicit or obtain the agreement of any person to the MAP Policy, is unauthorized and invalid. No oral communications about this Policy are authorized. The foregoing MAP Policy and any MAP Policy product listing is subject to modification or discontinuance by DryGuy, in its sole and absolute discretion, at any time. Any action taken by DryGuy under this MAP Policy shall be without liability to DryGuy.



**EXHIBIT A**  
**PRICE LIST**  
 (UPDATED OCTOBER 2019)

ITEM #	DESCRIPTION	UPC	MSRP	MAP
<b>DRYERS</b>				
02129	FORCE DRY DX	096506021298	\$80.00	\$72.00
02207	FORCE DRY	096506022073	\$50.00	\$45.00
02135	DRY RACK	096506021359	\$60.00	\$54.00
02136	SIMPLE DRY	096506021366	\$40.00	\$36.00
<b>PORTABLE</b>				
02139	TRAVEL DRY	096506021397	\$30.00	\$27.00
02140	TRAVEL DRY DX	096506021403	\$40.00	\$36.00
<b>WARMERS</b>				
02141	WARM N' CHARGE	096506021410	\$40.00	\$36.00
02143	BOOTGLOVE - SMALL	096506021434	\$30.00	\$27.00
02144	BOOTGLOVE - MEDIUM	096506021441	\$30.00	\$27.00
02145	BOOTGLOVE - LARGE	096506021458	\$30.00	\$27.00
<b>ACCESSORIES</b>				
02130	FORCE DRY DX WADER ADAPTER	096506021304	\$30.00	\$27.00
02131	FORCE DRY DX WADER EXTENSION	096506021311	\$15.00	\$13.50
02132	FORCE DRY DX BOOT ACCESSORY	096506021328	\$15.00	\$13.50
02133	FORCE DRY DX HELMET HOLDER	096506021335	\$13.00	\$11.50

**MAP Pricing Annual Effective Dates: January 1 – December 31**  
**DryGuy MAP Pricing Promotional Periods – 25% off MSRP**  
 November 25 – December 6, 2019  
 January 5 – January 11, 2020

*Contact your account representatives for the latest information on MAP pricing*  
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