



TriggerPoint™
a division of Implus Footcare, LLC
MINIMUM ADVERTISED PRICE POLICY

Effective immediately, TriggerPoint™, a division of Implus Footcare, LLC, has unilaterally established this policy setting the Minimum Advertised Price (“MAP Policy”) of selected TriggerPoint products, which shall apply to resellers that sell TriggerPoint™ 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 TriggerPoint brand. We believe that the company’s customers rely on advertising to establish their understanding of our products. TriggerPoint’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.

TriggerPoint believes that its MAP Policy will help in establishing the long-term value of the TriggerPoint 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 TriggerPoint MAP Policy shall apply to the products listed on Exhibit A, and may be adjusted from time to time by TriggerPoint in its sole discretion.
2. The TriggerPoint MAP Policy applies equally to TriggerPoint direct Resellers as well as those who purchase product through any distributor of TriggerPoint products.
3. Resellers who provide TriggerPoint 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. TriggerPoint 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 TriggerPoint 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 TriggerPoint Resellers from advertising the availability of non-product specific coupons for lower sales prices at checkout. TriggerPoint Resellers remain free to sell the products covered by TriggerPoint’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 TriggerPoint for such products.
10. The MAP Policy does not establish maximum advertised prices at which products may be sold. All Resellers may advertise TriggerPoint products at any price in excess of the minimum advertised price established by TriggerPoint for such products.
11. Sale of TriggerPoint products on any internet auction sites (eBay, eBid, etc.) is a violation of this Policy and is not permitted.
12. Sale of TriggerPoint 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 TriggerPoint.
13. Advertising the bundling or inclusion of a free or discounted product (whether supplied by TriggerPoint or another manufacturer) with a TriggerPoint 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, TriggerPoint may implement promotions for products covered by the MAP Policy. TriggerPoint reserves the right to modify or suspend the MAP Policy at any time with respect to the affected products. TriggerPoint 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 TriggerPoint 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, TriggerPoint 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 TriggerPoint, the Reseller will be suspended from acquiring TriggerPoint products for thirty (30) days.

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

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

TriggerPoint 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, TriggerPoint, 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 TriggerPoint's decision and responsibility. No employee or sales representative of TriggerPoint 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 TriggerPoint, in its sole and absolute discretion, at any time. Any action taken by TriggerPoint under this MAP Policy shall be without liability to TriggerPoint.



EXHIBIT A

PRICE LIST

(UPDATED OCTOBER 2019)

Please note that all new products **must** stay at MSRP for the first **90 Days**.

ITEM	DESCRIPTION	UPC	MSRP	MAP
FOAM ROLLERS				
00200	GRID 1.0 FOAM ROLLER - 13" - ORANGE	858787002003	\$34.99	\$34.99
00201	GRID 1.0 FOAM ROLLER - 13" - BLACK	858787002010	\$34.99	\$34.99
00236	GRID 2.0 FOAM ROLLER - 26" - ORANGE	858787002362	\$59.99	\$59.99
00237	GRID 2.0 FOAM ROLLER - 26" - BLACK	858787002379	\$59.99	\$59.99
00250	GRID 1.0 FOAM ROLLER - 13" - LIME	858787002508	\$34.99	\$34.99
00254	GRID 1.0 FOAM ROLLER - 13" - CAMO	858787002546	\$34.99	\$34.99
00273	GRID 1.0 FOAM ROLLER - 13" - PINK	858787002737	\$34.99	\$34.99
00276	GRID X FOAM ROLLER - 13" - BLACK	858787002768	\$49.99	\$44.99
03307	CORE FOAM ROLLER - 18" - GRAY	096506033079	\$29.99	\$26.99
03308	CORE FOAM ROLLER - 36" - GRAY	096506033086	\$59.99	\$53.99
03328	CORE MINI FOAM ROLLER - 12" - GRAY	096506033284	\$19.99	\$17.99
04431	CHARGE ROLLER - 13" - BLUE	096506044310	\$39.99	\$35.99
04432	CARBON ROLLER - 13" - BLACK	096506044327	\$44.99	\$40.49
04433	CARBON ROLLER - 26" - BLACK	096506044334	\$54.99	\$49.49
04445	UNIVERSAL MASSAGE ROLLER - 8"	096506044457	\$19.99	\$17.99
HANDHELDS				
00292	GRID STK X FOAM ROLLER - 24" - BLACK	858787002928	\$39.99	\$35.99
00294	GRID STK FOAM ROLLER - 24" - ORANGE	858787002942	\$34.99	\$31.49
00296	NANO X FOOT ROLLER - BLACK	858787002966	\$24.99	\$22.49
00297	NANO FOOT ROLLER - ORANGE	858787002973	\$24.99	\$22.49
04426	STK CONTOUR - 19.5" - BLACK	096506044266	\$29.99	\$26.99
04427	STK FUSION - 22"	096506044273	\$69.99	\$62.99
04429	ACUCURVE CANE - 6.5" - GRAY	096506044297	\$19.99	\$17.99
04434	STK GRIP - 18" - GREEN	096506044341	\$29.99	\$26.99
04443	STK TARGET - 14.5"	096506044433	\$24.99	\$22.49
MASSAGE BALLS				
03301	MB1 MASSAGE BALL - 2.5" - GRN/WHT/BLK	096506033017	\$14.99	\$13.49
03302	MBX MASSAGE BALL - 2.5" - RED/WHT/BLK	096506033024	\$19.99	\$17.99
03303	MB5 MASSAGE BALL - 5" - GRN/WHT/BLK	096506033031	\$24.99	\$22.49
03310	MOBIPOINT MASSAGE BALL - 2" - GREEN	096506033109	\$7.99	\$7.99
03312	MB2 ROLLER - 9.5" - GRN/WHT/BLK	096506033123	\$24.99	\$22.49
03327	GRID BALL - 5" - ORANGE	096506033277	\$19.99	\$17.99
03340	HANDHELD MASSAGE BALL	096506033406	\$14.99	\$13.49
04444	MB DEEP TISSUE THERAPY BALL - 2.5"	096506044440	\$9.99	\$9.99
04446	HANDHELD MASSAGE BALL - 3"	096506044464	\$14.99	\$13.49



VIBRATION				
03339	GRID VIBE PLUS	096506033390	\$99.99	\$89.99
03341	CHARGE VIBE	096506033413	\$99.99	\$89.99
04447	TP MB VIBE - 4"	096506044471	\$79.99	\$79.99
ACCESSORIES AND KITS				
00290	FOUNDATION KIT	858787002904	\$69.99	\$62.99
00291	PERFORMANCE COLLECTION	858787002911	\$129.99	\$116.99
03311	MOBILITY PACK	096506033116	\$44.99	\$40.49
04430	GRID ROLLER CAPS	096506044303	\$14.99	\$13.49

MAP Pricing Annual Effective Dates: January 1 – December 31

TriggerPoint 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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