

## U.S. UNILATERAL MINIMUM ADVERTISED PRICE POLICY

Effective: March 1, 2020

### 1. Introduction

Implus Footcare, LLC (“Implus”) appreciates the importance of maintaining its reputation for high-quality products with best in class designs, materials, and innovations. That reputation is the most valued asset for each brand in the Implus family of brands.

Advertising and promotional activities play critical roles in establishing consumer understanding of the value of our products and enhance the image and reputation of the Implus brands.

We work actively and cooperatively to support our Authorized Resellers (“Resellers”) with advertising and promoting of our products by supplying Implus Intellectual Property (“IP”) and other proprietary assets, in most instances, at no cost.

Implus has designed this U.S. Unilateral Minimum Advertised Price (hereinafter “UMAP”) Policy to ensure that product advertising focuses on features, benefits, quality, and value, essential to the perception of our products by the end user. The intent of this Policy is to discourage erosion of our products and brands’ perceived value, maintain sufficient return on investment for our Resellers, and facilitate positive end user experiences with our products.

### 2. Unilateral Nature of UMAP Policy

Implus reserves the unilateral right, in its sole and absolute discretion, to determine compliance with its UMAP Policy. Any Reseller who does not comply with our UMAP Policy may be denied participation in promotional programs, refused submission of purchase orders for certain products or orders in their entirety, or have their business with Implus suspended or terminated. This unilaterally adopted UMAP Policy is not an agreement or offer to form an agreement regarding resale pricing or a Reseller’s compliance with the UMAP Policy. Each Reseller is free to decide independently whether to follow this UMAP Policy. All Resellers remain free to sell the products covered by this UMAP Policy at any price they choose at their sole and absolute discretion.

It is Implus policy not to modify this UMAP Policy for any Reseller. Representatives of Implus are strictly prohibited from negotiating any part of this UMAP Policy with any Reseller. Further, it is Implus’ policy not to discuss complaints regarding competitive Reseller prices advertised or otherwise; as stated previously, Implus makes its own determination in the enforcement of this UMAP Policy.

This UMAP Policy is subject to revision, amendment, or discontinuance at any time. Implus will make attempts to notify its Resellers of any changes to this UMAP Policy or with specific Implus brand UMAP Applicable Model Price Lists (independent listings of UMAP qualified products) but reserves the right to modify or suspend the UMAP Policy at any time with respect to the affected products without prior notice to Resellers.

This UMAP Policy replaces and supersedes any prior Implus UMAP Policies in the U.S. This UMAP Policy is in addition to, and separate from, all other Implus policies.

### 3. Advertising Guidelines

This UMAP Policy applies to all U.S. Resellers who purchase product directly from Implus, as well as those who purchase Implus branded product through distributors.

This UMAP Policy applies to all forms of advertising and promotional activity by Resellers, including the following:

**3.1 Electronic media** (e.g., websites, social media, email, instant messaging, pop-up ads (including pop-up support solicitation), apps, coupon/discount codes, click-for-discount, in-cart price, etc);

**Note:** Includes website features such as “click for price”, automated “bounce-back” pricing emails, pre-formatted email responses, forms, “See Price in Cart”, “ or any other automatic price display for any items prior to the final “checkout” stage. (“Checkout” stage defined as the point when the UMAP product is in the financial transactional exchange between Reseller and purchaser).

All publicly searchable features are considered “advertising” communications under this UMAP Policy.

**3.2 Print advertisements** (e.g. brochures, flyers, mailers, newspapers, catalogs, magazines, catalogs, coupons, inserts, brochures, etc.);

**3.3 Broadcast** (e.g. television, radio, cable, satellite, mobile, internet, streaming media, podcasts, etc.);

**3.4 Public Signage** (e.g. billboards, banners, electronic displays, banners, posters, etc.);

**3.5 On premise or in-store advertising** prior to the final “checkout” stage, as defined above; and

**3.6 Activity** which Implus determines, in its sole discretion, is designed or intended to circumvent this UMAP Policy.

### 4. Advertising Prices

This UMAP Policy only applies to advertised prices, not transactional prices (prices at which the products are sold or invoiced). Implus Resellers remain free to sell or invoice a product covered by this UMAP Policy at any price they choose.

**4.1 Advertised Prices:** Resellers are not required to list prices in offline or online advertising. However, if a price is listed, no Reseller may advertise Implus products at a discount in excess of the minimum advertised price listed in the Implus brand UMAP Applicable Model Price Lists.

Examples of UMAP Policy compliant and non-compliant advertising, based on products with a MSRP of \$15.99:

Example of Compliant with UMAP Policy	Example of Non-Compliant with UMAP Policy
MSRP: \$15.99, UMAP is \$14.99 Model: 1234-4321 - Balega	MSRP: \$15.99, UMAP is \$14.99 Model: 1234-4321 - Balega
Price from ResellerX.com	Price from ResellerZ.com
Online Price: \$ 14.99	Online Price: \$ 12.69
List Price/MSRP: \$ -15.99	List Price/MSRP: \$ -15.99

**4.2 No Maximum Prices:** Implus does not establish maximum advertised prices at which products may be sold. All Resellers are free to advertise Implus products at prices in excess of the minimum advertised price established by Implus.

**4.3 Bundling or Free Product:** Advertising the bundling or inclusion of a free or discounted product (whether supplied by Implus or another manufacturer) with an Implus product covered by this UMAP Policy without written permission is prohibited; only Implus has the authority to establish product IDs, product bundles, or kits for its products.

**4.4 Free Shipping or Reduced Service Cost:** Free shipping or handling, 0% tax, or free financing do not constitute violations of this UMAP Policy

**4.5 No Price Required:** This UMAP Policy allows Resellers to omit pricing from advertisements and does not limit the ability of Resellers to advertise that they “have the lowest prices” or “will meet or beat a competitor’s price,” or that consumers should “call for a price” or similar phrases, as long as the price advertised does not infer a lower price than what is permitted in any Implus brand UMAP Applicable Model Price List.

*Examples of acceptable and unacceptable practices:*

Acceptable	Not Permitted
List/MSRP: 15.99, UMAP is \$14.99 Model: 1234-4321 - Balega	List/MSRP: 15.99, UMAP is \$14.99 Model: 1234-4321 - Balega
Price from ResellerX.com	Price from ResellerZ.com
Price: Call for Price	List Price/MSRP: <del>\$15.99</del> Our Price: <del>\$14.99</del> Call for Price

**4.6 Price Quotes and Invoiced Transactions:** The Implus UMAP Policy does not apply to non-public quoting or transactional mechanisms such as transactional purchase “check-out” pages of any Reseller’s website or related internet site (i.e., the page on which the consumer actually completes the purchase of the product), prices supplied behind a non-public firewalled website, or private printed quotes involved in a single seller to consumer transaction.

**4.7 Pricing for “Less Than New” Product:** This UMAP Policy only applies to products advertised as in “New” Condition. Implus products clearly advertised with one of the following acceptable product condition statements with the phrase “Not Warranted by the Manufacturer” are not subject to this UMAP Policy:

- Returned Product
- Open Package
- Refurbished Product
- Used Product

**4.8 Storewide Coupons and Promotions:** Storewide coupons and promotions that net the final price of Implus products below the advertised price set forth in any Implus brand UMAP Applicable Model Price List must be authorized by Implus in writing. Implus may request documentation substantiating this written authorization at any time.

**4.9 Insolvency:** This UMAP Policy does not apply to documented business dissolutions (i.e. “Going Out of Business”), court enforced liquidations, or bankruptcy related sale prices.

**4.10 UMAP Program Modification or Suspension:** From time to time, Implus may implement promotions for products covered by this UMAP Policy, generally with advance notice to its Resellers, but reserves the right to modify or suspend the UMAP Policy at any time with respect to the affected products.

## 5. Final Note

It is the responsibility of Resellers to ensure that their personnel have a clear understanding of all Implus policies, which include this UMAP Policy. Resellers who provide Implus products directly to consumers, persons, or entities who resell Implus products are responsible for ensuring that such resellers also comply with this UMAP Policy and all other policies related to selling Implus brand Products.