

Policy Regarding Minimum Advertised Pricing (MAP)

In order to preserve its reputation for providing customers with high value products and strong after-sales support, and to further enhance the **RADIUS** brand image and its competitiveness in the marketplace, **RADIUS** is instituting a policy of minimum advertised price standards for **RADIUS** products. This Minimum Advertised Pricing Policy (“MAP Policy”) will become effective July 15, 2015 and will apply to distributors and retailers, including catalogs and internet retailers (collectively, “Resellers”), who resell **RADIUS** products to end users located in the United States and Canada.

RADIUS greatly values the efforts of all Resellers to distribute **RADIUS** products and support our customers. This MAP Policy is adopted for the benefit of all Resellers and will be uniformly enforced.

This MAP Policy shall work under the following guidelines:

1. **RADIUS** will, from time to time, publish and distribute a Schedule of Manufacturer’s Suggested Retail Prices (“MSRP Schedule”), which may be amended or adjusted by **RADIUS** at any time in its sole discretion. The MSRP Schedule will identify the effective date, the subject products, and the manufacturer’s suggested retail price (“MSRP”) for those products. Advertisement of a product identified in the MSRP Schedule more than **25%** below the MSRP is a violation of this MAP Policy. **RADIUS** products not specifically identified in the MSRP Schedule are not subject to this MAP Policy. The initial MSRP Schedule is enclosed. Any supplemental and/or subsequent MSRP Schedules issued by **RADIUS** are subject to this MAP Policy.
2. This MAP Policy applies to all advertisements of **RADIUS** products listed on the MSRP Schedule in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, e-mail newsletters, e-mail solicitations, internet or similar electronic media, television, radio, and public signage. This MAP Policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer(s).
3. The inclusion in advertising of free or discounted products (whether made by **RADIUS** or another manufacturer) with a product covered by this MAP Policy is contrary to this MAP Policy if it has the effect of discounting the advertised price of the covered **RADIUS** product more than **25%** below the MSRP.
4. If pricing is displayed, any strike-through or other alteration of the MSRP that is paired with a discount price more than **25%** below the MSRP is prohibited.
5. This MAP Policy applies only to advertised prices and does not apply to the price at which **RADIUS** products are actually sold or offered for sale to an individual consumer within Resellers’ retail location or over the telephone. Resellers remain free to sell these products at any prices they choose under these circumstances.
6. This MAP Policy does not establish maximum advertised prices. All Resellers may offer **RADIUS** products at any price in excess of the MSRP.
7. Internet auctions may not display or have reserved bid or other acceptable prices more than **25%** below the MSRP unless authorized by **RADIUS**.
8. Pricing listed on an internet site is considered an “advertised price” and must adhere to this MAP Policy. Once the pricing is associated with an intent to purchase (added to shopping cart or order), the price becomes the selling price and is not bound by this MAP Policy. Statements such as “add to basket to see price”, “we will match any price”, “call for price”, or phrases of similar import are acceptable as long as the price advertised or listed for the products is not more than **25%** below the MSRP. In addition, discounts applied at checkout to the entire order based on a customer’s purchasing history with the Reseller, such as discounts for “frequent shoppers”, do not violate this MAP Policy.



- 9. This MAP Policy is solely within **RADIUS'** discretion and authority acting through the duly authorized managers of **RADIUS**. No employee or sales representative of **RADIUS** has any authority to discuss, modify or grant exceptions to this MAP Policy. Any representation or action by any employee, sales representative or persons not specifically authorized to discuss, modify or grant exceptions to this MAP Policy under this paragraph is unauthorized and invalid. All questions about this MAP Policy should be in writing and directed via U.S. Mail to MAP Policy Administrator, **RADIUS**, 207 Railroad Street, Kutztown PA 19530 or via e-mail to contact@radius toothbrush.com who will respond only in writing. No oral communications about this MAP Policy are authorized. The MAP Policy Administrator shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to Resellers regarding the policy, and receiving any communications regarding sanctions imposed under this MAP Policy. Any action taken by **RADIUS** under this MAP Policy shall be without liability to **RADIUS**.
- 10. From time to time, **RADIUS** may choose to offer special promotions on certain products. In such an event, we reserve the right to modify or suspend this MAP Policy in whole or in part by notifying all Resellers of the duration and nature of the change. **RADIUS** further reserves the right to adjust the MSRP with respect to all or certain products at its sole discretion. Such changes shall apply equally to all Resellers.
- 11. Failure to abide by this MAP Policy will result in sanctions unilaterally imposed by **RADIUS**. The level of sanctions will be determined by **RADIUS** in its sole discretion and may include indefinite termination of dealership or distributorship. **RADIUS** need not provide prior notice or issue warnings before taking any action under this MAP Policy. The non- enforcement of this MAP Policy in any instance shall not be deemed a waiver of **RADIUS'** right to strictly enforce it at any time.
- 12. Distributors of **RADIUS** products must supply a copy of this MAP Policy to any new or existing Resellers for their records and return a signed copy to **RADIUS**.
- 13. The terms of this MAP Policy are confidential and should not be disclosed to other parties except as expressly permitted herein.

This MAP Policy has been established by **RADIUS** to help ensure the legacy of **RADIUS** as a top producer of premium products and to protect the reputation of its name and products. This MAP Policy is also designed to avoid destructive intra-brand conflict and to ensure that dealers and distributors have the incentive to invest resources into services for **RADIUS** customers.

Please indicate your understanding of this policy by signing and listing the name of your company below.

Company: _____ Date: _____

Authorized Representative: _____