



EPI24 USA LLC is implementing this Minimum Advertised Price Policy (“MAP Policy”) on its Womanizer® (collectively "Womanizer") products, which shall apply to distributors and retailers, including catalogs and internet retailers, (collectively, “Resellers”) who resell Womanizer® products to end users located in the United States, Canada, and the America’s and in other countries except where such policies are prohibited by law. This MAP Policy is to preserve Epi24 USA LLC’s reputation for providing customers with a high value product with strong after-sales support. Epi24 USA LLC greatly values the efforts of all Resellers who distribute Womanizer® products.

It is our policy that any advertisements of Womanizer® products listed on our wholesale price list must not be below the MAP price, net of any promotions or discounts for that product referenced in Schedule A.

This MAP Policy shall be applicable to all Resellers. Epi24 USA LLC reserves the right to change, modify or discontinue this policy at any time at our sole discretion. Epi24 USA LLC also reserves the right to take any other action we deem necessary to prevent the use of any Epi24 USA LLC proprietary rights in the sale or advertisement of unlicensed, infringing or counterfeit merchandise.

The MAP Policy shall work under the following guidelines:

1. The MAP Policy shall apply to all Epi24 USA LLC products listed on our wholesale price list and is outlined in Schedule A at the end of this document. The MAP Policy pricing for selected Epi24 USA LLC products shall be listed on Epi24 USA LLC pricing sheets for dealers and distributors. MAP pricing is established by Epi24 USA LLC for selected products and may be adjusted by Epi24 USA LLC at its sole discretion at any time with notice to all applicable distributors and Resellers.
2. The MAP Policy applies to all advertisements of selected Epi24 USA LLC products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media including websites, email newsletters, email solicitations, television, radio, and public signage. The MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer. In-store displays, point-of-sale signs, hangtags or bar codes or similar marks on products or product packaging, which merely state the price, are not considered “advertising” for purposes of this MAP Policy. In that regard, this MAP Policy does not apply to the actual sales price on any “check-out page” of any Reseller’s website or related internet site (typically the page at which the end user finally purchases the product). This MAP Policy does apply to any other page(s) on the Reseller’s website.
4. If pricing is displayed, any strike-through or other alteration of the Minimum Advertised Price is prohibited. Epi24 USA LLC reserves the right to take any action it deems necessary to cause eBay or other auction websites to remove any Epi24 USA



LLC IP displayed without authorization.

5. 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 within the Resellers retail location or over the telephone. Epi24 USA LLC Resellers remain free to sell the selected MAP products at any prices they elect.

6. The MAP Policy does not establish maximum advertised prices. All Resellers may offer Epi24 USA LLC products at any price in excess of the MAP established for such products. **SELLING OR ADVERTISING ON AMAZON.COM OR EBAY.COM OR OTHER INTERNET AUCTION SITES WITHOUT WRITTEN PERMISSION IS STRICTLY PROHIBITED**

Epi24 USA LLC does not allow our copyrights, trademarks, trade dress, text, or other intellectual property to be used without Epi24 USA LLC's authorization. Sellers of our products also may not misrepresent any warranty information, nor make any false statements regarding any affiliation with, or endorsement by, Epi24 USA LLC.

7. The MAP Policy does not in any way limit the ability of any dealer 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 phrases of similar import as long as the price advertised or listed for the products is not less than MAP.

EPI24 USA LLC RESERVES THE RIGHT, AT ITS SOLE AND ABSOLUTE DISCRETION, TO TERMINATE SUPPLYING YOU WITH ANY EPI24 USA LLC PRODUCTS AND TO TERMINATE YOUR PARTICIPATION IN ANY EPI24 USA LLC PROMOTIONAL PROGRAMS. IF A EPI24 USA LLC BRAND IS MISREPRESENTED, EPI24 USA LLC HAS THE LEGAL RIGHT TO REQUIRE YOU TO REMOVE ALL EPI24 USA LLC PROPRIETARY RIGHTS FROM YOUR WEBSITE AND ADVERTISING MATERIALS.

8. From time to time, Epi24 USA LLC may instigate promotions for products covered by the MAP Policy because the products are being discontinued or because they are just being released. In such events Epi24 USA LLC reserves the right to modify or suspend the MAP with respect to the affected products by notifying all Resellers of such a change. Epi24 USA LLC further reserves the right to adjust the MAP with respect to all or certain products at its sole discretion upon 7 days advance written notice to Resellers provided that such changes shall apply equally to all Resellers.

9. In cases of violation of this MAP Policy:

a) First Offense: Reseller will be sent written notice and allowed twenty-four (24) hours to bring advertising into compliance, otherwise Second Offense rule will go into effect

b) Second Offense: Reseller will be sent written notice and 30 days ordering

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suspension will go into effect starting the day the written notice is sent from Epi24 USA LLC.

c) Third Offense: Epi24 USA LLC will terminate all orders from Epi24 USA LLC to the Reseller immediately. Epi24 USA LLC will not provide prior notice or issue warning before taking action under this policy. Epi24 USA LLC distributors will also be notified that Reseller is to be excluded from ordering any Epi24 USA LLC products.

10. This MAP Policy is solely Epi24 USA LLC's decision and responsibility. No employee nor sales representative of Epi24 USA LLC has any authority to modify this policy. Any questions about this policy should be in writing and directed to Frank Alde/Ryan Poirier EPI24 USA LLC, 3450 Sacramento St. Suite 410, San Francisco, CA, 94118, Frank@Epi24USA.com/Ryan@Epi24USA.com , who will respond only in writing. No oral communications about this policy shall be binding on Epi24 USA LLC. The foregoing MAP Policy and any MAP Product Listing are subject to modification or discontinuance by Epi24 USA LLC, in its sole and absolute discretion, at any time. Any action taken by Epi24 USA LLC under this policy shall be without liability to Epi24 USA LLC.

11. Distributors Epi24 USA LLC products will supply a copy of this MINIMUM ADVERTISED PRICE POLICY to any new or existing retail Reseller. It is the Reseller's responsibility to comply with these requirements, and to provide its employees and agents with any training and instruction necessary to comply with these important responsibilities. Epi24 USA LLC reserves the right to take any action it deems necessary to address a failure to comply with these requirements, including seeking to prevent the advertisement or sale of Epi24 USA LLC products on an online auction or website.

SCHEDULE A – MAP Epi24 USA LLC products

Epi24 USA LLC MSRP

Effective: 2015 - Subject to change without notice.

Womanizer Delight (The Womanizer W100 all colors)

Retail Price: \$159.00 US Dollars

Womanizer Deluxe (The Womanizer W500 all colors)

Retail Price: \$219.00 US Dollars

Minimum Advertised Price (MAP) is equal to Manufacturer's Suggested Retail Price (MSRP) on all products listed on our current wholesale price list.

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I acknowledge on behalf of _____, that I have read and understand Epi24 USA LLC's MAP (Minimum Advertised Price) Policy outlined above.

Signature of Owner/Authorized Reseller Representative: Date:

DATE: _____

PRINT NAME: _____

SIGNATURE: _____