

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

It is our policy that any advertisements of OhMiBod and Bedroom Kandi 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..

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

This MAP Policy shall be applicable to all Resellers. Suki LLC reserves the right to change, modify or discontinue this policy at any time at our sole discretion. Suki LLC also reserves the right to take any other action we deem necessary to prevent the use of any Suki 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 OhMiBod and Bedroom Kandi 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 OhMiBod and Bedroom Kandi products shall be listed on OhMiBod and Bedroom Kandi pricing sheets for dealers and distributors. MAP pricing is established by Suki LLC for selected products and may be adjusted by Suki 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 OhMiBod and Bedroom Kandi 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. Suki LLC reserves the right to take any action it deems necessary to cause eBay or other auction websites to remove any Suki 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. OhMiBod 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 OhMiBod 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**

Suki LLC does not allow our copyrights, trademarks, trade dress, text, or other intellectual property to be used without Suki 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, Suki 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.

8. From time to time, Suki 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, Suki LLC reserves the right to modify or suspend the MAP with respect to the affected products by notifying all Resellers of such a change. Suki 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 suspension will go into effect starting the day the written notice is sent from Suki LLC.

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

10. This MAP Policy is solely Suki LLC's decision and responsibility. No employee nor sales representative of Suki LLC has any authority to modify this policy. Any questions about this policy should be in writing and directed to Suki Dunham, Suki LLC, 45 Lafayette Road, #332, North Hampton, NH, 03862, suki@ohmibod.com, who will respond only in writing. No oral communications about this policy shall be binding on Suki, LLC. The foregoing MAP Policy and any MAP Product Listing are subject to modification or discontinuance by Suki LLC, in its sole and absolute discretion, at any time. Any action taken by Suki LLC under this policy shall be without liability to Suki LLC.

11. Distributors of OhMiBod and/or Bedroom Kandi 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. Suki 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 OhMiBod and/or Bedroom Kandi products on an online auction or website.

SCHEDULE A – MAP for OhMiBod and Bedroom Kandi products

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