

## **IMAP Policy**

Oxyfresh ("SELLER") is focused on maintaining high margins for our retail and distribution network. In recognition of the investment in time and resources required for our high-quality resellers and distributors to provide the level of customer service and product knowledge expected from our customers, Oxyfresh is committed to enforcing policies which allow our resellers to maintain high profit margins through the sale of our products. Oxyfresh has an established Internet Minimum Advertised Price (IMAP) Policy that an Authorized Reseller ("BUYER") must follow for the advertising and marketing of Oxyfresh products. All Oxyfresh Authorized Resellers must agree to the terms and conditions of the following IMAP Policy.

SELLER does not authorize the BUYER or ANY of the BUYERS customers to sell products on Amazon.com, Ebay.com, Chewy.com, Walmart.com, or Target.com. It is solely the BUYERS responsibility to make sure their customers adhere to this policy.

### **Oxyfresh's IMAP Policy Guidelines for All Oxyfresh Products**

IMAP pricing for all Oxyfresh products can be found on your current price list. All advertised prices must be at or above IMAP for all Oxyfresh products if an IMAP price has been established by Oxyfresh. Resellers are not required to list prices in advertising. If a price is listed in an advertisement, it must be at or above IMAP. Other statements such as "call for price" or "call for quote" are acceptable and permitted.

Resellers are also responsible for ensuring their Oxyfresh Mount pricing is at or above IMAP on internet search engines. Resellers are free to set the actual resale price of any product as long as it is at, or above IMAP price given the most recent publication of the price list. Oxyfresh's IMAP policy for all Oxyfresh products apply to advertising placements, including but not limited to print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, etc.), broadcast (radio and TV), direct mail, faxes, internet placement with third parties (banner ads, broadcast emails, destination pages, third-party sites), internet placements on resellers own website, and any flyers, posters, or coupons.

From time to time, Oxyfresh may permit resellers to advertise IMAP Products at prices lower than the IMAP price. In such events, Oxyfresh reserves the right to modify or suspend the IMAP price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

### **Pricing Statements**

Oxyfresh's IMAP Policy does allow resellers to omit pricing entirely from advertisements and/or advertisement statements such as "Call for Price" or "Call for Quote."

### **Free Offers Associated with Oxyfresh Product**

Free shipping and/or handling, 0% sales tax, or free financing promotions do not violate the IMAP.

### **All Oxyfresh Products Price Matching Policies**

Price matching policies are acceptable. Price matching cannot be used as a valid reason for violations of Oxyfresh's IMAP Policy. The advertised price must always be at IMAP or higher.

### **Failure to Comply with the IMAP Policy**

At the sole discretion of Oxyfresh, failure to comply with IMAP, intentional and/or repeated failure to abide, may result in the immediate loss of Authorized Reseller status and your ability to purchase all Oxyfresh products both direct as well as through distribution.

### Oxyfresh will utilize the following steps to resolve IMAP Violations

1. Any and all dealers selling Oxyfresh products which have not signed an Oxyfresh IMAP Policy agreement are classified as Unauthorized Resellers.
2. Distributors of Oxyfresh are required to provide a signed IMAP agreement from any dealer selling Oxyfresh products. Unauthorized dealers should not be sold to or provided a feed from any distributor whatsoever.
3. Violations from Authorized Resellers will need to be corrected within 24 hours of notification.
  - a) First Violation: Authorized Reseller's account will be put on hold temporarily and a written warning will be provided. IMAP violations must be corrected within 24 hours. Upon correction and following 30 days of compliance, violation will then be cleared.
  - b) Second Violation: Authorized Reseller's account will be put on hold for 30 days.
  - c) Third Violation: Authorized Reseller's account will be put on hold for 180 days. After this duration, Oxyfresh will review and determine if account is to be reinstated.
  - d) Fourth Violation: Should Oxyfresh decide to reinstate an Authorized Reseller who has previously demonstrated a third violation, yet violates a fourth time, the account will be unauthorized indefinitely.

\*\*\*Oxyfresh may issue a new price list from time to time.  
Pricing changes will have a 90-day notice prior to going into effect.\*\*\*

### IMAP Policy Confirmation Agreement

This Oxyfresh IMAP Policy and Confirmation Agreement is made on this date of \_\_\_\_\_ by and between, Oxyfresh and \_\_\_\_\_.

Oxyfresh places great value on the efforts of all resellers to represent our products and support their customers. Our IMAP policy is intended to encourage competition for the sale of Oxyfresh products in a manner that is consistent with the long-term interests of our customers. We are sure that you share our commitment to customer satisfaction and as such, we ask that you acknowledge by signing this IMAP confirmation agreement.

Thank you for your prompt attention to this matter, and your continued support for Oxyfresh products.

Read and Understood:

IN WITNESS WHEREOF, the Parties have executed the foregoing.

SELLER	BUYER
Signature:	Signature:
Name: Melissa Gulbranson	Name:
Title: Chief Sales & Marketing Officer	Title:
Date:	Date: