



THERMASOL STEAMBATH COMPANY UNILATERAL SUGGESTED MINIMUM ADVERTISED PRICE PROGRAM (USMAPP)

Throughout the years, **ThermaSol Steam Bath Company** (hereinafter “**ThermaSol**”) has built a strong brand and reputation among its customers. **ThermaSol** actively supports the advertising, promotion and selling of its quality products by its distributors. **ThermaSol** will not support advertising or promotional materials through **offline** and/or **online** media that could diminish the value of the **ThermaSol** brand.

Effective February 14, 2011, **ThermaSol** has modified its Unilateral Suggested Minimum Advertised Price Program (“USMAPP”), applicable to all distributors and their customers which advertise prices of **ThermaSol** products. **This program applies to U.S. and Canadian distributors which advertise prices of ThermaSol products offline and/or online and/or which sell to customers which advertise prices of ThermaSol products offline and/or online and to those distributors’ customers.**

No **ThermaSol** employee or representative has been or will be authorized to modify or change this Policy for any particular advertiser. **ThermaSol** alone will implement, interpret and enforce this Policy in its own independent judgment. Please make sure that all appropriate people in your organization receive a copy of this Policy. **ThermaSol** may amend or discontinue this Policy at any time, and we will notify you of any such amendment or discontinuation. This Policy is in addition to and separate from all other **ThermaSol** policies.





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1. USMAPP SCOPE

ThermaSol Steambath Company's USMAPP applies to the following advertising/promoting by distributors and their customers:

ThermaSol Authorized Online Reseller sites which advertise or promote ThermaSol products.

Print advertising placements including inserts, coupons, mailers, catalogs, magazines, newspapers, brochures, etc.;

Outdoor Advertising including billboards, banners, posters, etc.;

Broadcast (TV, radio);

Fax communications intended to reach multiple individuals;

Internet placements including social networks, banner ads, broadcast emails, landing pages, etc.; and

2. UNILATERAL POLICY

The adoption and implementation of this program is solely ThermaSol's unilateral corporate decision and responsibility. No employee or representative is authorized to discuss, modify, seek or obtain agreement with the USMAPP. Any questions about this program should be submitted in writing to thermasol.com.

The USMAPP is subject to revision at any time.

ThermaSol will determine unilaterally whether products are being advertised in violation of the USMAPP and will take action as warranted.

Each distributor is free to decide whether or not to follow ThermaSol's USMAPP requirements.

3. ADVERTISING PRICES

Advertised Prices: Distributors are not required to list prices in offline or online media. However, if a price is listed, no distributor may advertise a ThermaSol product at a discount in excess of 20% off of the current published list price.

No Maximum Prices: ThermaSol does not establish maximum advertised prices, and distributors may advertise ThermaSol products at any price in excess of the price established by the USMAPP.

No Price Required: ThermaSol's USMAPP allows distributors to omit pricing from their advertisements and include statements such as "call for price," "call for more information," or "call for quote."

Online Pricing: All pricing listed on an Internet site, including "shopping cart/check-out" or similar pricing, is considered an advertised price and, therefore, must comply with ThermaSol's USMAPP.



End User Rebates: If a ThermaSol authorized end user rebate promotion or coupon is in effect for any ThermaSol product, the distributor may advertise a price lower than that established by ThermaSol's USMAPP as long as the distributor provides a notation immediately adjacent to the pricing informing viewers that the advertised price is net of the rebate or coupon.

Discontinued Products: ThermaSol's USMAPP does not apply to products discontinued by ThermaSol.

Selling Prices: ThermaSol distributors remain free to establish their own selling prices.

4. USMAPP ENFORCEMENT

First Violation

A written notice will be sent advising that the advertiser is not compliant with this policy. The advertiser will be given a period of seven (7) days from the date of the written notice to make the required changes to become compliant. If after seven (7) days, the advertiser is still not in compliance, it will be considered a second violation.

Second Violation

ThermaSol will indefinitely suspend doing business with reseller for a period to be determined at the sole discretion of ThermaSol.

Third Violation

If the advertiser fails to comply with the notification, ThermaSol will cease doing business with the reseller or representative consistent with any written agreement with the offending reseller. A second First Violation within one year will result in ThermaSol ceasing to do business with the advertiser.

5. RESPONSIBILITY

Each authorized seller of ThermaSol products is solely responsible for its compliance with this policy.

ThermaSol authorized stocking distributors can sell ThermaSol brand products for resale through online websites to ThermaSol Authorized Online Dealers ONLY (see the ThermaSol Online Reseller Program). All ThermaSol Authorized Online Dealers and their supplying distributors are subject to the terms of this USMAPP.