



AETREX WORLDWIDE, INC.
MINIMUM ADVERTISED PRICE (MAP) POLICY

APPLIES ONLY TO AETREX FOOTWEAR
[SEE SEPARATE MAP POLICY AETREX ORTHOTICS]

1. **PURPOSE:** Aetrex has built a strong reputation and following among consumers for over 70 years and has established a quality distribution network that actively promotes, educates and advertises our products. Aetrex has determined that advertising its products below levels established by Aetrex undermines its reputation, image, and value of Aetrex products and standards. Therefore, Aetrex has established a Minimum Advertised Price ("MAP") Policy. Our success is tied to that of our authorized dealers. Accordingly, this Policy also is designed to protect the interests of our authorized dealers, distributors, and retailers (collectively, "Resellers") who have invested time and resources to provide the customer support expected from Aetrex customers, as well as discouraging price-based advertising that would be detrimental to our dealers' service and support efforts. The policy applies to U.S. and Canada Resellers only.
2. **ADVERTISED PRICE:** The MAP for all Aetrex footwear (the "Products") shall be the Manufacturer's Suggested Retail Price ("MSRP") per Aetrex's most recent product/price sheets. Products may not be advertised for less than the MSRP.
3. **ADVERTISEMENTS:** The MAP policy applies to all advertisements of Aetrex Products in any and all media. Advertisements include, but are not limited to: (i). Flyers; (ii). Posters; (iii). Coupons; (iv). Catalogs; (v). Magazines; (vi). Blogs; (vii). Internet websites, website pages, and website banners; (viii). Social media; (ix). E-mails; (x). newspapers; (xi). Billboards; (xii). Brochures; (xiii). Television; (xiv). Radio ads; (xv). Direct mailers; (xvi). Ad inserts; (xvii). Mail-order catalogs; (xviii). Public signage; and (xix). Any other electronic, print or other marketing and promotional materials.
4. **SELLING PRICE:** This Policy applies only to advertised prices, not selling prices. Aetrex Resellers are free to sell these Products at any prices they choose. MAP does not establish maximum advertised prices and Resellers may advertise Aetrex Products at any price in excess of the MAP established for such Product.
5. **RESTRICTED PRODUCTS:** The following product(s) may never be advertised below MAP at any time, including during any MAP blackout periods listed below: (i). Jillian™ (except for colors being discontinued).
6. **VIOLATION EXAMPLES:**
 - a) **Discounts/rebates/bundled promotions:** The inclusion in advertising of free or discounted products, rebates, or bundled promotions, with a Product covered by the MAP Policy; or advertising in any that directly or impliedly suggests a price lower than MAP, would violate the policy if it has the effect of discounting the advertised price of the covered product below the MAP.
 - a. **Example 1:** Website or store sales that do not exclude the Aetrex Products.
 - b. **Example 2:** Instant rewards (including dollar and percentages off).
 - c. **Example 3:** BOGO. Any Product included in a buy-one-get-one promotion must satisfy MAP and be excluded from the free or discounted price.
 - b) **"Click for Price":** "click for price" button on a website that displays a price lower than MAP is a MAP Policy violation.
 - c) **Online Checkout:** Resellers may not make any statements or otherwise imply on a website or in other promotional materials that a lower price may be found at the online checkout.
7. **MAP POLICY EXCEPTIONS:**
 - a) Once a Product is placed in a customer's "virtual shopping cart" on an internet website the pricing is associated with the end customer's intent to purchase, the price is deemed the "selling price", and does not violate the MAP Policy.
 - b) Any in-store advertising, direct promotions to pre-existing customers, free shipping and/or handling or free financing promotions, does not violate the MAP Policy.
 - c) Advertisements indicating that "they have the lowest prices", they "will meet or beat any competitors price", that prices are "too low to show", that consumers should "call for a price", "email for price" or phrases of similar import do not violate the MAP policy so long as the price advertised or listed for the products is above the MAP.

- d) Prices that are omitted from advertisements, or appear as “strike-through” or “mark-out” prices (provided that such price in the advertisement is above MAP) do not violate the MAP policy.
 - e) Discontinued, closeouts, and special make-up products are excluded from the MAP Policy.
 - f) Refer-a-Friend promotional programs are permitted under MAP provided such programs apply to all products and not just Aetrex products.
8. **DROP-SHIPS:** PRICES FOR DROP-SHIP ORDERS MUST BE ADVERTISED AT NO LESS THAN MSRP AT ALL TIMES (INCLUDING BLACKOUT PERIODS).
9. **BLACKOUT PERIODS:** Aetrex is providing flexibility to its MAP policy for seasonal sale promotions. Accordingly, MAP will not be in effect within the following time periods during which only permitted Products (see Restricted Products above Section 6a) may be advertised below MAP at any reasonable price for end-of-season sales:
- a) Dec 15 through Feb 15 – Fall & winter Products.
 - b) July 1 through Aug 31 – Spring & summer Products.
 - c) Holidays: The blackout periods referenced above do not apply during the below holidays. On the following holidays plus five (5) calendar days before and ending no later than 12am on the holiday in issue: (i). President’s Day (ii). International Women’s Day (iii). First day of Spring (iv). National Walk to Work Day (v). Mother’s Day (vi). Memorial Day (vii). Father’s Day (viii). 4th of July (ix). Labor Day (x). Columbus Day (xi). Veteran’s Day (xii). Thanksgiving and (xiii). Cyber Monday.
10. **VIOLATIONS:** This MAP Policy will be enforced by Aetrex in its sole discretion, with or without notice. Aetrex reserves the right to cancel any pending orders, restrict future orders, terminate Co-op funds to a Reseller, and/or terminate a Reseller’s account, in addition to any other remedies available to Aetrex under applicable law, if Aetrex determines that a Reseller has violated any provisions of this MAP Policy or otherwise intended to circumvent it.
11. **MAP POLICY IS NOT AN AGREEMENT: THIS MAP POLICY IS NOT A CONTRACT OR AGREEMENT, AND AETREX DOES NOT SEEK NOR WILL IT SOLICIT OR ACCEPT ANY RESELLER’S AGREEMENT WITH THIS POLICY. NOR WILL AETREX DISCUSS YOUR PRICING OR THE PRICING OF OTHERS. THIS MAP POLICY IS A UNILATERAL POLICY UPON WHICH AETREX IS WILLING TO MARKET AND SELL ITS PRODUCTS. NO SALES PERSONNEL HAS ANY AUTHORITY TO MODIFY, INTERPRET OR GRANT EXCEPTIONS TO THIS MAP POLICY. ALL QUESTIONS SHOULD BE DIRECTED TO LEGAL@AETREX.COM.**
12. **MAP POLICY UPDATES:** Aetrex reserves the right to modify, terminate, amend, or suspend this MAP Policy and/or MAP Pricing, and the products to which it applies, at any time, in its sole discretion. **MAP PRICES, MAP PRODUCTS INCLUDED IN THE MAP POLICY, AND SUBSEQUENT UPDATE NOTICES WILL BE POSTED BY AETREX ON ITS WEBSITE [HTTP://AETREX.COM/MAP-POLICY](http://AETREX.COM/MAP-POLICY). RESELLERS MUST REVIEW SAME PERIODICALLY FOR THE LATEST MAP POLICY, PRICING AND PRODUCT INFORMATION.**



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Please be advised that Aetrex's Internet Sales Policy (ISP) remains in full effect which prohibits the sales of our Products on any third-party marketplace or third-party websites, including but not limited to, Amazon, Jet, eBay, Alibaba, Walmart, etc.

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2. **ADVERTISED PRICE:** The MAP for all Aetrex Orthotics (the Products") shall be the Manufacturer's Suggested Retail Price ("MSRP") per Aetrex's most recent product/price sheets. Products may not be advertised for less than the MSRP.
3. **ADVERTISEMENTS:** The MAP policy applies to all advertisements of Aetrex Products in any and all media. Advertisements includes, but are not limited to: (i). Flyers; (ii). Posters; (iii). Coupons; (iv). Catalogs; (v). Magazines; (vi). Blogs; (vii). Internet websites, website pages, and website banners; (viii). Social media; (ix). E-mails; (x). newspapers; (xi). Billboards; (xii). Brochures; (xiii). Television; (xiv). Radio ads; (xv). Direct mailers; (xvi). Ad inserts; (xvii). Mail-order catalogs; (xviii). Public signage; and (xix). Any other electronic, print or other marketing and promotional materials.
4. **SELLING PRICE:** This Policy applies only to advertised prices, not selling prices. Aetrex Resellers are free to sell these Products at any prices they choose. MAP does not establish maximum advertised prices and Resellers may advertise Aetrex Products at any price in excess of the MAP established for such Product.
5. **VIOLATION EXAMPLES:**
 - a) **Discounts/rebates/bundled promotions:** The inclusion in advertising of free or discounted products, rebates, or bundled promotions, with a Product covered by the MAP Policy; or advertising in any that that directly or impliedly suggests a price lower than MAP, would violate the policy if it has the effect of discounting the advertised price of the covered product below the MAP.

Example 1: Website or store sales that do not exclude the Aetrex Products.

Example 2: Instant rewards (including dollar and percentages off).

Example 3: BOGO. Any Product included in a buy-one-get-one promotion must satisfy MAP and be excluded from the free or discounted price.
 - b) **"Click for Price":** "click for price" button on a website that displays a price lower than MAP is a MAP Policy violation.
 - c) **Online Checkout:** Resellers may not make any statements or otherwise imply on a website or in other promotional materials that a lower price may be found at the online checkout (Example: "Add to cart to see lower price").
6. **MAP POLICY EXCEPTIONS:**
 - a) The following orthotic series are excluded from the MAP policy: Essentials Collection, L200 Series, L900 Series, and L1900 Series.
 - b) The MAP policy, however, does not apply once a Product is placed in a customer's "virtual shopping cart" on an internet website as once the pricing is associated with the end customer's intent to purchase; the price is deemed the "selling price" and will fall outside the MAP Policy.

- c) The MAP Policy is not applicable to any in-store advertising, or direct promotions to pre-existing customers. Free shipping and/or handling or free financing promotions does not violate the MAP Policy.
 - d) Advertisements indicating that "Add to cart to see price", "they have the lowest prices", they "will meet or beat any competitors price", that prices are "too low to show", that consumers should "call for a price", "email for price" or phrases of similar import are permitted so long as the price advertised or listed for the products is above the MAP.
 - e) Prices may be omitted from advertisements, or may appear as "strike-through" or "mark-out" prices provided that such price in the advertisement is above MAP.
7. **NO BLACKOUT PERIODS:** THIS MAP POLICY APPLIES AT ALL TIMES. THERE ARE NO HOLIDAY OR BLACKOUT PERIOD EXCEPTIONS.
8. **VIOLATIONS:** This MAP Policy will be enforced by Aetrex in its sole discretion, with or without notice. Aetrex reserves the right to cancel any pending orders, restrict future orders, terminate Co-op funds to a Reseller, and/or terminate a Reseller's account, in addition to any other remedies available to Aetrex under applicable law, if Aetrex determines that a Reseller has violated any provisions of this MAP Policy or otherwise intended to circumvent it.
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