

MINIMUM ADVERTISED PRICE POLICY



By ordering and/or accepting delivery of Gem-Water by VitaJewel products, you automatically agree to adhere to this Minimum Advertised Price Policy.

As the leading innovator of unique glass wands with gemstones to vitalize water, **Gem-Water by VitaJewel (GWV)** is proud of its role as pioneer to establish gemwater as an essential part of everybody's daily life. GWV provided tens of thousands of households, luxury spas, beauty salons and hotels all over the world with their premium products. GWV gem wands are handmade by master glassblowers in a patented, artisanal method. In that process, exclusively fairly-traded gems and lead-free Bohemian glass are used to ensure a long-lasting, positive gemwater experience.

We recognize that our high-quality dealers invest time and resources to deliver an extraordinary customer experience through knowledgeable staff and compelling vendor presentation. To support our resellers' efforts, GWV wishes to establish policies that allow resellers to earn the profits necessary to maintain the high level of customer excellence people expect from GWV dealers.

Policy and Guidelines

(1) GWV reserves the right, in its unilateral discretion, to take other action with respect to any reseller that violates this MAP Policy. The MAP Policy will be enforced by GWV in its sole discretion.

(2) GWV recognizes that any GWV account can make its own decisions to sell any GWV product at any price it chooses without consulting or advising GWV. GWV similarly has the right to make its own independent decision regarding product allocations – at any time.

(3) GWV will publish its price list annually as needed. The pricing under "Retail" is the MAP pricing directive ("MAP Price"), which is established by GWV for all GWV products and may be amended or adjusted by GWV at anytime at its sole discretion. Listing a price other than the MAP Price next to the featured GWV Product in any advertising will be viewed as a violation of this MAP Policy.

(4) This MAP Policy applies to all advertisement of GWV 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, forums, email newsletters, email solicitations, television, radio, and public signage. Such website features as "Click for price", automated "bounce – back" pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer's shopping cart, and other similar features are considered to be communications initiated by the reseller (rather than by the customer) and this constitutes "advertising" under this MAP Policy. This MAP Policy also applies to any activity which GWV determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for "group purchases" and the like.

(5) It shall not be a violation of this MAP Policy to advertise in general that the reseller has "the lowest prices" or will match or beat its competitors' prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.

(6) From time to time, GWV may permit resellers to advertise GWV Products at prices lower than the MAP retail price. In such events, GWV reserves the right to modify or suspend the MAP Price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes. From time to time GWV may offer a direct manufacturer's rebate to customers. In such events, it shall not be a violation of this MAP Policy to advertise the availability of the manufacturer's rebate,

To protect the investment of our high-quality dealers and GWV's brand reputation, we have unilaterally adopted a **MINIMUM ADVERTISED PRICE POLICY ("MAP Policy")**. GWV established this MAP Policy due to the fact that reseller advertising and sales practices that promote GWV products primarily on the basis of price could be detrimental to resellers' service and support efforts and GWV's competitive position. Such activities can be harmful to GWV's brand, reputation and competitiveness, and allow some resellers to take advantage of the service and support efforts of others. VitaJewel believes that these practices are unfair and thus discourages such efforts.

GWV, in its unilateral discretion, will not do business with any reseller, as to the products covered by this MAP Policy, if that reseller intentionally advertises any MAP Product below its MAP price. GWV is confident that this program will strengthen its competitiveness and benefit all of its resellers.

provided that (a) the advertisement include a MAP-compliant price, the rebate amount, and the net price after manufacturer's rebate in the same type size and style; (b) an asterisk is placed next to the net price after manufacturer's rebate; and (c) the "After manufacturer's rebate" appears in the same area of the advertisement as the advertised product.

(7) Where GWV products are bundled with or sold as part of a package that includes other products (whether or not manufactured by GWV), it shall be a violation of this MAP Policy to sell or advertise the bundle (or package) at a price that: (a) is lower than the total Minimum Advertised Price of the GWV product or (b) violates the letter or spirit of the MAP Policy.

(8) It shall be a violation of this MAP Policy to include in any advertising for GWV Products any additional discount, coupon, gift card, or incentive (whether in the form of a special event, promotion, term of doing business or otherwise) that translates into an immediate price reduction, where the cumulative effect would be to reduce the advertised price of any GWV Product below MAP. Advertising that includes an additional discount, coupon, gift card, points, or any other incentive for future purchases (regardless of whether the future purchases is of a GWV product) shall be evaluated under the same guidelines as described in Section 7 regarding product bundling. For example, a gift card redeemable on a future purchase would be considered an "other product" under Section 7. This Section 8 shall not apply to any manufacturer's rebate from GWV on GWV Products or its partners' products. It shall not be a violation of this MAP Policy to advertise that a customer may "call for price" or "email for price", or to use similar language, specifically with respect to GWV Products, so long as no price is listed.

(9) If a reseller with multiple store locations or online stores violates this MAP Policy at any particular store location or online store, then GWV will consider this to be a violation by all of the reseller's locations and online stores.

(10) Although resellers remain free to establish their own resale prices, GWV reserves the right to cancel all orders and indefinitely refuse to accept any new orders from any resellers following GWV's verification that such reseller has advertised any GWV Products at a net retail sales price less than the then-current MAP Price established by GWV, or if reseller has violated this policy in any other way. GWV's sales representatives are NOT permitted to discuss this Policy or make any agreements or assurances with respect to GWV's Policy regarding reseller advertising or pricing.