

ACURE®

INTERNET MINIMUM ADVERTISED POLICY

Better Planet Brands LLC dba ACURE (“ACURE”) is the manufacturer and owner of the ACURE brand. ACURE hereby adopts the following Internet Minimum Advertised Price Policy (“IMAP Policy”), which replaces and supersedes all prior IMAP Policies issued by ACURE. ACURE has unilaterally adopted this IMAP Policy for all ACURE Products sold on or through any internet channels or online marketplaces.

1. **Purpose.** ACURE has determined that certain types of Advertising can affect its goodwill and is potentially damaging to its standards and reputation. ACURE therefore adopted this IMAP Policy to preserve its strong reputation for providing customers with high value products and strong after-sales support, and to ensure its reseller-product relationships are consistent, and value based. ACURE greatly values the efforts to distribute ACURE products by all approved retailers, whether on the internet or in traditional brick-and-mortar retail establishments, as well as Sub-Distributors and Fulfillment Centers.
2. **Definitions.** As used herein, the capitalized terms shall have the following meaning:
 - a. “Advertising” and “Advertisements” include:
 - Internet and online advertisements appearing on websites, blogs, social media, and affiliate marketing networks/comparison shopping engines (static banners, floating banners, sidebars, static images, text, wallpaper, popup ads, flash ads, videos, Retailer-sponsored listings, customer paid search ads, shopping comparison ads, pay-per-click ads, mobile ads, sponsored links);
 - Mobile, smart phone, and other digital applications (special offers, special deals, membership deals or loyalty offers);
 - “In basket,” “shopping cart,” and similar check-out web pages or windows on websites and mobile applications;
 - E-mail (flyers, inserts, circulars, direct email, out of store Retailer coupons);
 - Ads in any other media in a digital format that is conveyed via the internet and any other marketing or promotional materials displayed online;
 - Permitting or directing any third-party to alter the advertised price for any product covered by this IMAP Policy.
 - b. “Bundling” means including a free or discounted product (whether made by ACURE or another manufacturer) with an ACURE Product.
 - c. “Internet Retailers” means internet-based retail sales to consumers.
 - d. “Retail Stores” means traditional brick-and-mortar retail establishments.
 - e. “Sub Distributors” means entities appointed by a Distributor to distribute ACURE Product.
 - f. “Fulfillment Centers” means entities that stores or warehouses ACURE Product, receives customer ACURE Product orders, packages ACURE Product in response to the customer orders, and ships the ordered ACURE Product to the end customer.
3. **Scope.**
 - a. This IMAP Policy applies only to Advertising to consumers within the United States and its territories.
 - b. This IMAP Policy shall apply to the Advertising of ACURE Products through any internet channel or online marketplace by Retail Stores selling ACURE Product on the internet, Internet Retailers, Sub Distributors, and Fulfillment Centers. The internet minimum advertised prices for all ACURE Products (“I-Minimum Advertised Price”) shall be listed on each ACURE Price List. I-Minimum Advertised Prices may be adjusted by ACURE from time-to-time, at its sole discretion. For

clarification purposes, the following mediums of advertising are outside the scope of this I-MAP Policy:

- Solely on-premise or in-store advertising (in-store signage, price tags, displays, and hang tags).
 - Billboards, windows, or other outdoor advertising.
 - Pricing information displayed at the final online checkout stage (which is when the product is put into a shopping cart that contains the customer's name, shipping address, email address, and payment information of a transaction). Please note that pricing information in the "shopping cart" or the final online checkout stage must be obscured technically so that it is not retrievable by shopping and pricing engines and not displayed on search page results within the seller's own website.
 - Print (magazines, newspapers, flyers, inserts, circulars, direct mail/e-mail, out of store Retailer coupons).
 - Broadcast (television, radio, video).
 - Business-to-business wholesale pricing catalogs.
- c. This IMAP Policy applies to all Advertisements of ACURE Products. No such Advertisement will represent or imply that any Product may be sold by any entity subject to this IMAP Policy for less than the full I-Minimum Advertised Prices. This IMAP Policy applies to advertised prices, not the price at which ACURE Products are actually sold or offered for sale to an individual in-store, on the internet, or over the telephone. This IMAP Policy does not apply to solely on brick-and-mortar premises or in-store advertising that is not distributed to consumers.

4. Advertising Guidelines.

- a. All Advertising of a specific ACURE Product must contain or mention the I-Minimum Advertised Price or higher price. Failure to mention the I-Minimum Advertised Price or higher price violates this IMAP Policy.
- b. If pricing is displayed, any strike-through or other alteration of the I-Minimum Advertised Price is prohibited.
- c. Internet auctions may not display or have reserved bid, "buy it now" or other acceptable prices below the I-Minimum Advertised Price.
- d. Website features such as "click for price", automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, and automatic price display for any items prior to being placed in a customer's online shopping cart, and other similar features are considered to be communications initiated by the dealer (rather than by the customer) and thereby constitute "Advertising" under this IMAP Policy.
- e. Direct or indirect attempts to circumvent this IMAP Policy will be considered a violation of this Policy.
- f. This IMAP Policy also applies to any activity which ACURE determines, in its sole discretion, is designed or intended to circumvent the intent of this IMAP Policy, such as solicitations for "group purchases" and the like.
- g. From time-to-time ACURE may offer a direct manufacturer's rebate to customers. In such events, it shall not be a violation of this IMAP Policy to advertise the availability of the manufacturer's rebate, provided that:
 - i. the advertisement includes an IMAP Policy-compliant price, the rebate amount, and the net price after manufacturer's rebate in the same type size and style;
 - ii. an asterisk is placed next to the net price after manufacturer's rebate; and
 - iii. "after manufacturer's rebate" appears in the same area of the Advertisement as the advertised product.
- h. While sellers (including Internet Retailers, Retail Stores, Distributors, Sub Distributors and Fulfillment Centers) remain free to advertise and sell (online or elsewhere) ACURE Products at

any price, it is a violation of this IMAP Policy to advertise those ACURE Products covered by this IMAP Policy at unit prices below the I-Minimum Advertised Prices, which may be updated by ACURE, in its sole discretion, from time to time, and will result in ACURE ceasing to supply sellers ACURE Products, subject to any applicable notice and cure provisions set forth in this policy.

5. Bundling Guidelines.

- a. Resellers are prohibited from advertising bundles composed of ACURE products and non-ACURE products. Such commingling of brands creates the false impression that the non-ACURE products are made by, endorsed by, or associated with ACURE. Resellers are further prohibited from creating bundles, or multipacks, of ACURE products without prior written consent from ACURE.
- b. “Bundling” or Advertising ACURE Products for sale together with other products will violate this IMAP Policy when:
 - i. the effective or stated price of the bundle represents a discount of greater than 15% of the I-Minimum Advertised Price; or
 - ii. the product(s) bundled with ACURE Products violate ACURE’s Intellectual Property rights; or
 - iii. the product(s) bundled with ACURE Products violate ACURE’s Trademark and Brand Policy; or
 - iv. the product(s) bundled with ACURE Products include words, packaging, graphics, or other indicia which may create customer confusion as to the source of the product(s); or
 - v. the effective or stated discount is greater than 15% of the highest priced item in the bundle.
- c. Gift cards, coupons, points, or other incentives which are contingent on the purchase of an ACURE Product will violate this IMAP Policy when:
 - i. the effective or stated price of the bundle represents an immediate discount of greater than 15% of the I-Minimum Advertised Price; or
 - ii. the effective or stated price of the bundle represents a discount of greater than 10% of the I-Minimum Advertised Price after taking into consideration any contingent future purchase.

6. Limitations and Exclusions.

- a. This IMAP Policy does not establish maximum advertised prices. All resellers may offer ACURE Products at any price in excess of the I-Minimum Advertised Price.
- b. This IMAP Policy does not in any way limit the ability of any reseller to advertise “they have the lowest prices” or, they “will meet or beat any competitor’s price,” that consumers should “call for a price,” “email for a price,” or phrases of similar import as long as the price advertised or listed for ACURE Products is not less than the current listed I-Minimum Advertised Price.
- c. The follow shall not be a violation of this IMAP Policy:
 - i. Advertising that a customer may “call for price” or “email for price”, or to use similar language, specifically with respect to ACURE Products, so long as no price is listed and no automated call, text message, or bounce-back email is used in response.
 - ii. Advertisement of manufacturer’s coupons or rebates, provided that the advertisement of the manufacturer’s coupon/rebate includes an IMAP-compliant price (where the product’s price is advertised), clearly reflects the amount of the coupon/rebate, and is clearly labeled as a “manufacturer’s coupon” or “manufacturer’s rebate”.
 - iii. Advertisement of free or reduced-price shipping as long as such offer applies to all or almost all products offered by the retailer in the same product category.
- d. ACURE may announce IMAP holidays or promotions that are applicable to all Online Retailers, during which periods an Advertisement of an ACURE Product subject to the IMAP Policy in compliance with the terms of such I-Minimum Advertised Price holiday or promotion will not be considered to have violated the IMAP Policy.

- e. Rebate programs from ACURE are exempt from this IMAP Policy.

7. Reservation of Rights.

- a. From time-to-time, ACURE may implement promotions for ACURE Products covered by the IMAP Policy because they are just being released. In such events, ACURE reserves the right to modify or suspend the IMAP Policy with respect to the affected Products by notifying all Retail Stores, Internet Retailers and Sub Distributors of such a change.
- b. From time-to-time, ACURE may permit resellers to advertise ACURE Products at prices lower than the I-Minimum Advertised Price. In such events, ACURE reserves the right to modify or suspend the I-Minimum Advertised Price with respect to the affected products for a specified period by providing advance notice to all resellers of such changes.
- c. ACURE further reserves the right to adjust the IMAP Policy and the I-Minimum Advertised Prices with respect to all or certain Products at its sole discretion upon fourteen (14) days advanced notice, provided such changes shall apply to all resellers.

- 8. Manner of Notice.** Advanced notice shall be provided via email to resellers subscribed to ACURE's email list and on ACURE's IMAP Policy webpage, available at <https://acure.com/pages/imap-policy>. It is resellers' responsibility and obligation to check the webpage for current discounts and policy changes.

9. Policy Violations.

- a. ACURE will issue violations to resellers who fail to follow this IMAP Policy, which will increase in severity if a reseller fails to cure the violations. Upon a second violation, ACURE is not obligated to provide prior notice or issue any warning to the offending reseller before acting under this IMAP Policy. This IMAP Policy is not intended to restrict ACURE's right to change its decisions regarding resellers and others with whom it will do business. Depending on the severity of the violation, or the response from a reseller when notified of a violation, ACURE may immediately cease doing business with the reseller. Repeated violations of this IMAP Policy are grounds for terminating a reseller's relationship with ACURE. The failure by ACURE to issue a violation or enforce this IMAP Policy at any time does not constitute a waiver of its right to enforce the IMAP Policy for future violations.
- b. In cases of violation of this IMAP Policy by a Distributor, the Distributor will be allowed seventy-two (72) hours to bring into compliance their downstream customers, or ACURE will cease supplying ACURE Products to Distributor.

10. Policy Administration.

- a. This IMAP Policy and its administration and application are at ACURE's sole discretion, decision, and responsibility. No employee or sales representative of ACURE has any authority to discuss or modify this IMAP Policy and any action of any person, which claims to modify this IMAP Policy or to solicit or obtain the agreement of any person to the IMAP Policy, is unauthorized and invalid. Any questions about this IMAP Policy shall be in writing and directed to ACURE's National Sales Manager, who will respond only in writing. No oral communications about this IMAP Policy are authorized. ACURE's National Sales Manager and executive officers of ACURE are the only parties authorized to make changes to this IMAP Policy. The foregoing IMAP Policy and any Price List is subject to modification or discontinuance by ACURE, in its sole and absolute discretion, at any time. Any action taken by ACURE under this IMAP Policy shall be without liability to ACURE.
- b. Distributors of ACURE Products will supply a copy of this IMAP Policy to all new or existing Retail Stores, Internet Retailers, Sub Distributors and Fulfillment Centers. Retail Stores, Internet Retailers and Sub Distributors will be covered by the terms of this IMAP Policy.

- c. Excluded products not subject to the IMAP Policy: Obsolete or discontinued products – list of obsolete or discontinued products will be provided at the time such products are no longer subject to the IMAP Policy.

A schedule of all current Products and their I-Minimum Advertised Prices is available upon request by contacting brandprotection@acure.com.