

KAMEDIS LTD.
("KAMEDIS")
MINIMUM ADVERTISED PRICE POLICY

Effective 01/02/2017

Preamble:

Kamedis has been building a brand of strong recognition and a high perceived value for the last decade. We recognize that our success is tied to the success of our authorized resellers, many of whom invest significant time and resources in promoting Kamedis' products. We want to protect their ability to do so, and create a fair marketplace for them, while at the same time discouraging price-based advertising that would be detrimental to our resellers' services and to the goodwill of Kamedis and its products.

As a result, Kamedis has unilaterally established and adopted this Minimum Advertised Price Policy ("MAP" or the "Policy") in connection with sales of its products. KAMEDIS is not seeking agreement from any reseller to adhere to this MAP policy.

This Policy is non-negotiable and will not be modified for any reseller.
The Policy may be changed from time to time at Kamedis' sole discretion.

Please see FAQs for more information about this policy and its enforcement, attached or at www.kamedis-usa.com

All questions related to this MAP Policy should be directed to Kamedis MAP Administrator at: info@kamedis-usa.com

General:

1. The products covered by this policy are listed in Schedule I, ("Products"). Kamedis may in its sole discretion modify this list from time to time.
2. The MAP Policy applies to sale in all media, platform and form, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogues, Internet or similar electronic media, television, radio etc. As far as internet on-line sales are concerned, the MAP Policy applies to any form of internet advertising, including without limitation the authorized reseller's internet page(s), banners, portal sites, on-line shops, sale on 3rd parties' sites (eBay, Amazon, Alibaba, etc.) (to the extent approved as set forth below), click-through search engines, whether or not products are sold from those sites, which display an advertisement or link to any Products.
3. The MAP Policy is strictly limited to restrictions on advertisements and is not intended to control, influence, determine or limit in any way the price at which authorized resellers sell or offer to sell Kamedis products to individuals, in-store or over the telephone or otherwise. Resellers are free to determine the resale price.
4. For the avoidance of doubt, it shall not be a violation of this MAP Policy to advertise that a customer may "call for price" or "email for price", "add to cart to see price," or to use similar language, so long as no price is actually listed.
5. However, 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 shopping cart, and other similar features are considered to be "advertising" under, and are governed by, this MAP Policy.

Sale Minimum Advertised Price

1. Kamedis requires its Resellers not to advertise Kamedis' Products by less than 20% off Suggested Retail Pricing ("SRP"), as such SRP is communicated from time to time to at www.kamedis-usa.com ("MAP Price").
2. From time to time, Kamedis may permit resellers to advertise Products at prices lower than the MAP Prices. Kamedis 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 of such changes to all its resellers.
3. An Advertisement that Bundles (as defined below) or includes free or discounted Products will be considered in violation of the Policy if it has the effect of representing an advertised price of the applicable bundled Product, which is below the MAP Price. Items such as gift cards, coupons, points, or other incentives with the similar effect of representing an advertised price of the applicable Product, which is below the MAP Price; any other activity that Kamedis 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 – shall also be deemed in violation of this MAP Policy.

"Bundling" shall mean offering to sell and advertising Products for sale together with other products.

Additional Guidelines

1. Resellers may not Bundle a Product with (i) products that violate Kamedis' intellectual property rights; (ii) products which include indications (including packaging, graphics etc.) that may confuse customers as to the source of such products.
2. Sale of Products has to be compliant with Kamedis' trademarks policy, which can be found at info@kamedis-usa.com
3. Internet Sales: Sale on 3rd Parties' Sites (eBay, Amazon, Alibaba etc.) classified sites (Craiglist.com, Facebook Marketplace, etc.) or direct messages on forums is strictly prohibited unless permission is explicitly approved in writing.

POLICY VIOLATIONS AND ENFORCEMENT

Kamedis will review resellers' internet websites to monitor compliance with this MAP Policy. Violations may be reported to the MAP Policy Administrator at info@kamedis-usa.com.

Kamedis shall determine, in its sole discretion, the occurrence/existence of violations of this MAP Policy and the appropriate sanctions to apply thereto. Kamedis reserves the right to cancel any pending orders, restrict future orders, or suspend reseller's account if Kamedis believes that the reseller has violated, or intends to violate the provisions of this MAP Policy.

Without limiting Kamedis' discretion, as aforementioned, violations of this policy may result in the following sanctions:

1. First Violation: Kamedis will block reseller account for up to 30 days after sending notice of noncompliance of the violation and explaining the consequences of continuing violations.
2. Second Violation: Kamedis will indefinitely suspend doing business with reseller for a period to be determined at Kamedis' sole discretion, including SUSPENSION OF WHOLESale DISCOUNTS to reseller, and/or reseller's supplier.
3. Third Violation: Kamedis will cease doing business with the reseller consistent with any written agreement with the offending reseller.

Kamedis does not need to provide any additional prior notice or warnings before taking action under this MAP Policy.

Kamedis may, in its sole discretion, grant waivers or provide exclusions with respect to MAP Policy violations, if it deems such a grant appropriate, based on the circumstances of a violation.

Frequently Asked Questions (FAQs):

Q: When will the MAP Policy take effect?

A: 01/02/2017

Q: What are examples of communications to which the MAP Policy applies?

A: The MAP Policy applies to all catalogs, coupons, coupon codes, promo codes, flyers, inserts, magazines, mail order catalogs, mailers, postcards, newsletters, newspapers, posters, billboards, television and radio advertising, internet-based advertising including without limitation, newsletters, e-mail solicitations, call for newsgroups, Internet “lists,” website advertising, Internet auctions, and electronic billboards.

Q: Do resellers need to sign the MAP Policy indicating that they agree with its provisions?

A: No. The MAP Policy is not an agreement between Kamedis and the reseller. It is a policy that Kamedis is unilaterally implementing for all members of the Kamedis distribution network in order to maintain the integrity of Kamedis products. The purpose of this document is to inform all members of the Kamedis distribution network that there are certain consequences for deviating from the published MAP Policy.

Q: What about Price Matching other retailers?

A: Kamedis does not allow advertising any MAP covered product below MAP Price under any circumstance.

Q: Does the MAP Policy dictate the price at which I can sell Kamedis products for?

A: No, the MAP Policy is not intended to control, influence, determine, restrict, or limit, in any way the price at which a dealer or reseller may sell Kamedis products.

Q: What kinds of advertisements are covered by the MAP Policy?

A: All advertisements as defined in the MAP Policy.

Q: Are there any Kamedis products that the MAP Policy does not apply to?

A: No.

Q: How can I advertise Kamedis products at a discount without violating the MAP Policy?

A: Only if the advertisement price is not discounted by more than 20% off Suggested Retail Pricing as set forth in the MAP Policy.

Q: Does the MAP Policy allow advertising of free shipping?

A: Yes.

Q: Can I report violations of the MAP Policy from other resellers to my Kamedis?

A: Yes. Please report any violations to info@kamedis-usa.com.

Q: What happens if I violate the MAP Policy?

A: Violation of the MAP Policy will result in penalties in increasing severity as outlined below:

1. First Violation: Kamedis will block reseller account for up to 30 days after sending notice of noncompliance of the violation and explaining the consequences of continuing violations.
2. Second Violation: Kamedis will indefinitely suspend doing business with reseller for a period to be determined at Kamedis' sole discretion, including SUSPENSION OF WHOLESALE DISCOUNTS to reseller, and/or reseller's supplier.
3. Third Violation: Kamedis will cease doing business with the reseller consistent with any written agreement with the offending reseller.

Q: Will Kamedis take additional actions in regards to MAP violations?

A: Kamedis reserves its right to take additional actions up to and including termination of our relationship with your company.

Q: Will the MAP Policy ever change?

A: It may, Kamedis reserves the right, at its sole discretion, to modify, amend, suspend or cancel the MAP Policy at any time without any advanced notice.

Q: How will I know if and/or when the MAP Policy changes?

A: Kamedis will communicate any changes via www.kamedis-usa.com.

Q: Where should questions or comments regarding the MAP Policy be directed?

A: Any questions regarding the MAP Policy should be addressed in writing to info@kamedis-usa.com