

# Minimum Advertised Pricing Policy (MAP)

Effective September 1st, 2019, a Minimum Advertised Price (MAP) on all Pneuma Nitric Oxide LLC. (PC) products will be in effect. This policy is strictly policed to prevent abuse.

Pneuma Nitric Oxide LLC. has built a brand of high perceived value. By not adhering to the established Minimum Advertised Price (MAP) policy, a reseller can cause the dramatic effect of diminishing or detracting from that value and brand.

Furthermore, this MAP policy has been established by PC to help protect its dealers and the reputation of its products. The MAP policy is designed to ensure authorized dealers and resellers who buy from authorized dealers add value to PC products and do not unfairly limit legitimate retail competition.

Therefore, any reseller of products manufactured and or distributed by Pneuma Nitric Oxide LLC. must abide by the following requirements and restrictions.

The MAP policy guidelines:

- 1) The Minimum Advertised Price for any PC product under this MAP policy shall be determined on a sku level. MAP pricing is established by PC and may be adjusted by PC at its sole discretion.
- 2) The MAP policy applies to, any and all advertised price of PC products. The MAP policy is not applicable to any in-store advertisement not Distributed to any customer(s) outside of their store or any PC authorized discount offer.
- 3) The inclusion in advertising of a bundle, free or discounted products (whether made by PC or another manufacturer) including a product covered by the MAP policy would be contrary to the policy, if it has the effect of discounting the advertised price of the covered product below the MAP.
- 4) If pricing is displayed in other than a brick and mortar retail store, any strike-through or other alteration of the Minimum Advertised Price is prohibited. However, the discounted price can be shown in the website cart.
- 5) MAP applies only to advertised prices and does not apply to the price at which the products are sold. PC authorized dealers and resellers remain free to sell these products at any price they choose, as long as, the advertised price remains at or above MAP.

- 6) MAP does not establish maximum advertised prices. All dealers and sales representatives may offer PC products at any price, in excess of the MAP.
- 7) PC's MAP policy does not in any way limit the ability of any authorized dealer to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price", that consumers should "call for a price" or phrases of similar import as long as the price advertised for the products is not less than MAP.
- 8) Dealer agrees to hold all trademarks and copyrights of Pneuma Nitric Oxide LLC. as the property of Pneuma Nitric Oxide LLC. Use advertising materials provided by Pneuma Nitric Oxide LLC. in an authorized manner only.
- 9) Intentional or repeated failure to abide by this policy may result in termination of dealer/reseller or representative status. PC does not intend to do business with any entity who degrades the image of PC and its products. It is at PC's sole discretion whether or not to provide prior notice or issue warnings before taking any action under this policy.
- 10) Selling on E-Bay, Amazon and similar Web Sites is not permitted.
- 11) Negotiated Contracts: From time to time it may be explicitly approved by PC in writing to advertise certain PC products below MAP pricing. The discount amount and length of time will be determined at the time of this approved promotion by PC.
- 12) PC may run a sale from time to time and in such case the MAP will be the same as the sale price on those particular items and on those particular dates. PC will send out a notice in advance with details of the special.
- 13) Pneuma Nitric Oxide LLC. will supply a copy of its MAP policy to authorized dealers. Third party resellers who purchase through authorized dealers are subject to this MAP policy.
- 14) Authorized dealers who provide Pneuma Nitric Oxide LLC. products to third party resellers may have their dealership revoked if the third party reseller breaks MAP. It is the responsibility of the authorized dealer to ensure compliance of its customers to PC's MAP policy.
- 15) Resellers will be notified by email or in writing of any changes to MAP price or policy. Resellers will have one (1) week to institute changes.