



MINIMUM ADVERTISING AND PRICING POLICY (MAPP)

At ORIGINAL QUINTON NORTH AMERICA INC., we make a committed effort to support your sales of our products through our brand advertising, product demonstrations, and consumer education. We believe this improves competition among all products. As a condition of being a distributor or retailer of ORIGINAL QUINTON NORTH AMERICA INC., products it is essential that the following terms and conditions are adhered to. The failure to abide by these terms and conditions will ultimately result in your being discontinued in being a distributor or reseller for ORIGINAL QUINTON NORTH AMERICA INC., A “distributor” is considered as the one who sells ORIGINAL QUINTON NORTH AMERICA INC., products to resellers and a “reseller” is consider as the one that sells ORIGINAL QUINTON NORTH AMERICA INC., products to end users.

Terms and Conditions:

1. ORIGINAL QUINTON NORTH AMERICA INC., will establish a Minimum Advertising and Pricing Policy (“MAPP”) for its products. The MAPP may be adjusted by ORIGINAL QUINTON NORTH AMERICA INC., at its sole discretion upon seven (7) day notice to you by email, regular mail or fax. Such adjustments shall be uniformly applied to all ORIGINAL QUINTON NORTH AMERICA INC., distributors and resellers in the United States and Canada.
2. The MAPP applies to all advertisements for any ORIGINAL QUINTON NORTH AMERICA INC. products in any and all media, including, but not limited to: flyers, posters, coupons, mailers/emails, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio and other public displays. Any proposed sale or advertising of product on websites such as Amazon or other Auction sites and/or Pay Per Click use must first be approved in writing by ORIGINAL QUINTON NORTH AMERICA Inc. All unapproved sale or advertising of product on these websites will result in immediate termination of distributor or reseller by ORIGINAL QUINTON NORTH AMERICA INC. The MAPP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer. In-store displays, point-of-sale signs, hangtags or bar codes or similar marks on products or product packaging which merely states the price are not considered “advertising” for purposes of this MAP Policy.
3. Distributors of ORIGINAL QUINTON NORTH AMERICA INC., products will supply a copy of THE ORIGINAL QUINTON NORTH AMERICA INC., MINIMUM ADVERTISED PRICE POLICY to any new or existing Reseller to be filled out, acknowledged and

ORIGINAL QUINTON NORTH AMERICA INC. • 6900 Aragon Circle, Buena Park, CA 90620
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returned to ORIGINAL QUINTON NORTH AMERICA INC., By signing this policy, the Reseller agrees to abide by the ORIGINAL QUINTON NORTH AMERICA INC., MAP Policy.

4. The MAPP specifically includes a maximum allowed advertised discount of up to, but no more than twenty (5%) percent off “single item” Manufacturer Suggested Retail Price (“MSRP”), except for any special promotion pre-approved in writing by ORIGINAL QUINTON NORTH AMERICA INC. ORIGINAL QUINTON NORTH AMERICA INC., retains the right to modify MSRP at any time and will notify all distributors and resellers of such price modifications. All distributors and resellers must implement such modifications within thirty (30) days from the date of receipt of such notice.
5. The MAPP applies to the price at which ORIGINAL QUINTON NORTH AMERICA INC., products are actually sold or offered for sale to an individual consumer within the retailer’s store location. “Retail store location” is defined as the physical or virtual place where end-users can buy ORIGINAL QUINTON NORTH AMERICA INC., products. The final sales price remains totally at the distributors’ and resellers’ discretion within the agreed Minimum Advertised Price Policy to be anywhere between zero and twenty percent off. Distributors and resellers understand that a violation of this policy is immediate grounds for terminating the distributor and/or reseller relationship with ORIGINAL QUINTON NORTH AMERICA INC.
6. ORIGINAL QUINTON NORTH AMERICA INC., may periodically discontinue products or engage in promotions with respect to certain items. In such events, ORIGINAL QUINTON NORTH AMERICA INC., may at its discretion, modify or suspend the MAPP with respect to the affected products by timely notifying all distributors and resellers of such change. Such notification shall be made in writing to the distributors and resellers by fax, email or regular mail.
7. Full Disclosure of All Trade Names Held By You Selling ORIGINAL QUINTON NORTH AMERICA INC., Products. Distributors and resellers acknowledges full disclosure of all of its corporate names and business names under its controls (DBAs - Doing Business As) to ORIGINAL QUINTON NORTH AMERICA INC., and has disclosed a list of any such business names to ORIGINAL QUINTON NORTH AMERICA INC., Distributors and Resellers understand that multiple accounts under different business names, but under the control of a parent corporation or owner with ORIGINAL QUINTON NORTH AMERICA INC., are not permitted. All orders with ORIGINAL QUINTON NORTH AMERICA INC., shall occur from the parent corporation or business.

IN WITNESS WHEREOF, the parties have executed this instrument as of the dates set forth below:

ORIGINAL QUINTON NORTH AMERICA INC.: _____ Date: _____

Distributor or Reseller: _____ Date: _____

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