

Thera Cane Co.
Minimum Advertised Price (**MAP**) Policy
Effective February 1, 2012

Due to continuing discounting practices, Pro Massage, Inc., (hereinafter dba: The Thera Cane Co.) is modifying their **Minimum Advertised Price** (hereinafter, **MAP**) policy for the Thera Cane and related video.

The Thera Cane Co.'s **MAP** policy applies to, but is not limited to, advertising in catalogs, direct mail, the internet, in-store displays and any other form(s) of advertising.

MAP POLICY

The **MAP** price for one (1) Thera Cane will be \$34.95. This can be priced @ \$29.95 + \$5.00 shipping or \$34.95 + free shipping or any variation of that as long as the total is at least \$34.95.

The **MAP** for one (1) Thera Cane video will be \$5.00

The **MAP** price for one (1) Thera Cane and one (1) video will be \$39.95.

Under **No** circumstances is the Thera Cane to be advertised and offered for less than the above prices regardless of what your advertised shipping costs are.

Example: One (1) Thera Cane @ \$28.95 + \$5.00 shipping is **not** in accordance with **MAP** prices.

Example: One (1) Thera Cane @ \$29.95 + free shipping is not in accordance with **Map** prices.

Ebay and other internet bid sellers must have a BUY IT NOW price that in all circumstances conforms to our MAP.

Under **No** circumstances is the Thera Cane to be advertised and offered in combination with any other product, book or item other than the Thera Cane video unless prior approval for such offering has been obtained in writing from the Thera Cane Co. Rebates, coupons, credits, percentage discounts or any manner of discounting which results in a net advertised price of the Thera Cane below **MAP** policy, regardless of any other circumstances will be considered as not complying with our **MAP** policy.

WE WILL BE MONITORING WEB SITES DAILY FOR VIOLATIONS

If you find a website selling for less than (MAP) please notify us immediately so we can resolve it. However, be advised that any violations you find **does not authorize you to sell below MAP.**

We will make every effort to resolve the situation ASAP but in some instances it may take a week or more. **We also ask our dealers to cooperate and monitor their wholesale customers for violations. Dealers may be held responsible for repeat violations by their customers. This could mean a loss of buying privileges.**

MULTIPLE PURCHASE POLICY

The purchase of four (4) or more Thera Canes may be advertised and discounted below **MAP** policy provided our guidelines are met.

An **advertised** discount, up to 10% below **MAP** for four (4) or more Thera Canes will be supported.

You may sell below MAP for quantity purchases as long as your prices are NOT advertised prices.

DEALERS SELLING QUANTITIES OF FIFTY (50) THERA CANES OR MORE

We request that you obtain signed copies of this document from all of your customers who order Fifty (50) or more at any one time. One copy should be retained for your files with an additional copy sent to The Thera Cane Co., or affiliate. Failure to do so could result in a loss of buying privileges. In addition, please attempt to qualify wholesale purchasers by requesting their website address and a copy of their State sales tax license.

In the event that The Thera Cane Co. becomes aware of a violation of this policy, The Thera Cane Co., or their authorized affiliate, will notify the distributor via the US Postal Service, email, telephone or fax. Notice provided in any one of the aforementioned ways shall be deemed notice for the purposes of this policy.

If The Thera Cane Co. receives information that a distributor is advertising the Thera Cane below **MAP**, The Thera Cane Co., or their authorized affiliate, will contact the distributor and request compliance. If after three (3) days the pricing has not been corrected, The Thera Cane Co. may, at their sole discretion, cease future supply of the product to the distributor.

Catalog distributors will be expected to comply with these terms on their next printing after the effective date of this policy.

Distributors shall have the freedom to resell the Thera Cane at any price and to advertise in any manner subject to the terms and conditions of this agreement. This policy concerns **ADVERTISED** pricing only and in particular **INTERNET ADVERTISING** and does not relate to actual sales prices.

THIS POLICY IS INTENDED TO SUPPORT OUR PRICING STRUCTURE AND YOUR PROFIT MARGINS AND IT WILL BE STRICTLY ENFORCED.

This policy may be modified by The Thera Cane Co. as they deem necessary. The Thera Cane Co. does not seek, nor will it accept any agreement or understanding with respect to the prices you may advertise or charge at any time.

Please check the appropriate statement below to indicate you have received a copy of this **MAP** policy.

_____ the undersigned is a distributor offering the Thera Cane for sale to end-user (retail) customers only.

_____ the undersigned is a dealer/distributor offering the Thera Cane for sale to wholesale distributors as well as to end-user (retail) customers.

Company Name (print)

Company Address & Telephone (print)

Company Official (signature)

Company Official (print)