

Thera Cane Co.
Minimum Advertised Price (MAP) Policy
Effective Date January 1, 2010

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/DVD.

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 price for one (1) Thera Cane will be \$29.95 + \$6.00 shipping for a total of \$39.95.

The price for one (1) Thera Cane and one (1) DVD will be \$35.95 + \$6.00 shipping for a total of \$41.95.

The price for two (2) Thera Canes:

The **MAP** would be \$59.90 + \$7.00 = \$66.90

The price for two (2) Thera Canes with 2 DVD's:

The **MAP** would be \$69.90 + \$7.00 = \$76.90

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

Under **No** circumstances is the Thera Cane to be advertised and offered with free shipping **unless shipping charges are built into the prices outlined above and below herein this document.**

This includes an internet portal such as Amazon which offers free shipping for orders over \$25.00. To be offered with free shipping the price must conform to **MAP**.

Ebay and other internet bid sellers must have a BUY IT NOW price that includes shipping charges and otherwise and 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 DVD 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. For each Thera Cane ordered, an additional minimum of \$1.00 shipping charge(s) must be added to the \$6.00 shipping charge for the first Thera Cane ordered.

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

MULTIPLE PURCHASE MAP EXAMPLE(S)

The advertised price for an order of four (4) Thera Canes and four (4) DVD's allowing for the maximum 10% discount is calculated as follows.

4 Thera Canes @ \$29.95 + 4 DVD'S @ \$5.00 LESS 10% DISCOUNT = \$125.82

The **MAP** would be \$125.82 plus \$9.00 shipping = \$134.82

4 Thera Canes @ \$29.95 less 10% discount = \$107.82

The **MAP** would be \$107.82 plus \$9.00 shipping = \$116.82

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 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 within three (3) days. 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)