

AlkaWay MAP Policy

INTRODUCTION

In order to build and maintain integrity for AlkaWay's brand equity by emphasizing the value and quality of AlkaWay's products through advertising and marketing, AlkaWay has established a Minimum Advertised Price (MAP) Policy that an authorized reseller must follow for the advertising and marketing of all AlkaWay products. All AlkaWay authorized resellers must agree to the terms and conditions of the following MAP Policy.

MAP POLICY STATEMENT

AlkaWay, in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this MAP policy at a price lower than the MAP.

GENERAL GUIDELINES

The products covered by this policy are on the www.alkaway.com website and referred to in the section labelled "**MAP PRICING**"

1. AlkaWay may in its sole discretion modify this list from time to time.
2. The MAP policy applies to advertised prices, not the price at which MAP products are actually sold or offered for sale to an individual in-store or over the telephone.
3. AlkaWay believes in maintaining a well-regulated and fair marketplace for all its authorized resellers.

MAP PRICING

Refer to www.alkaway.com for current MAP pricing for AlkaWay products.

ALKAWAY'S MAP POLICY GUIDELINES

Due to the popularity of some of our products, AlkaWay has taken a closer look at maintaining a level playing field for our Authorized Resellers. We view the internet like any other medium for advertising AlkaWay products. The same rules and violations that apply to print advertising also apply to resellers who use this electronic medium for advertising, price offering and/or order placement. To remain in compliance with Minimum Advertised Price (MAP) guidelines, all advertised prices must be at, or above, the current Minimum Advertised Price as published by AlkaWay.

Because you, as the Reseller, can sell our products for any price you deem appropriate, AlkaWay does not believe that our MAP policy will restrain your ability to sell our products at a price that you deem profitable.

AlkaWay, offers numerous products bearing brand names that it distributes under its own trade names, and trademarks (collectively the "Trademarks").

Authorized Resellers may use the Trademarks including, "UltraStream", "AlkaWay" or any similar marks or derivatives thereof, Product part numbers or any Copyrighted Material, in connection with

any product advertising, publication, catalogue, web page, or other printed, audio, video, or electronic material as long as they adhere to the following requirement:

"No Trademarks or Copyrighted Material may be used in any advertisement, catalogue, or publication, whether printed, audio, video, or electronic unless the price used is the Minimum Advertised Price as published by AlkaWay."

AlkaWay also holds copyrights to the material in all of its catalogues and advertisements. In order to monitor the use of its trademarks, trade names, service marks and copyrights, AlkaWay has adopted the following for its valued Authorized reseller network:

AlkaWay does not in any way restrict or limit the price at which an Authorized Reseller sells any of the products that it distributes. It does, however, enforce an Advertising Policy, which is intended to preserve the goodwill and market reputation of AlkaWay and its trade names and marks.

To be sure that advertisements or publications comply with the AlkaWay Advertising Policy, the Reseller can submit the advertisement or other publication to AlkaWay for approval prior to printing and distribution. Please allow additional time when using AlkaWay Trademarks in advertisements and publications. These requests for approval can be submitted through your sales representative to: support@alkaway.com. AlkaWay will respond to this request within two (2) weeks.

All MAP pricing levels, and changes for regulated AlkaWay products can be found once you have signed in (found under About on the main menu), then the Resellers portal menu will appear on the main menu, (sign In at <https://alkaway.com/my-account/>). All advertised prices must be at or above MAP for all listed products. Resellers are not required to list prices in advertising; however, if a price is listed, it must be at or above MAP. Other statements such as "call for price" or "call for quote" are acceptable and permitted. Resellers are at liberty to offer special "deal specific" pricing on a case-by-case basis, as long as this isn't publicly advertised. Resellers are responsible for ensuring their pricing is at or above MAP on Internet search engines. AlkaWay's MAP policy for products applies to advertising placements, including but not limited to: print ads (inserts, magazines, newspapers, catalogues, mail order catalogues, etc.), broadcast (radio and TV), direct mail, faxes, internet placement with third parties (banner ads, broadcast emails, destination pages, third-party sites), internet placements on resellers own website, and any flyers, posters or coupons.

AlkaWay grants to its Authorized Resellers a revocable, non-exclusive, non-transferable license, for as long as the Reseller is selling products carrying an AlkaWay mark or trade name, to use AlkaWay and UltraStream Trademarks and copyrighted materials, provided the Reseller complies with this Advertising Policy. Such limited license does not include the right of Resellers to register the Trademarks as or within domain names or to use the marks in Reseller trade names.

AlkaWay further grants to its Authorized Resellers a revocable, non-exclusive, non-transferable license, for as long as the Reseller is selling products carrying AlkaWay Trademarks, to reproduce, distribute, and display copyrighted materials shall be accompanied, where appropriate attribution identifying AlkaWay as the owner of the Mark and/or Copyrighted materials so used.

The Reseller recognizes that AlkaWay has an exclusive right to all Trademarks used by AlkaWay to identify its products. The Reseller agrees that it will not claim any right, title or interest therein.

Nothing herein shall be construed to give Reseller any right, title or interest in AlkaWay Trademarks or copyrighted materials.

For purposes of this Advertising Policy, “advertising” is defined as any advertisement, announcement, information, publication or notice given or made by a Reseller in connection with the solicitation of business or sales of the products covered by AlkaWay Advertising Policy in whatever medium is now known or hereafter developed including print, radio, telegram, television, handbill, sign (except signs in the Reseller’s retail store), catalogue, letter (including e-mail), electronic media, telecommunication, internet or online auction. For purposes of internet sales, the entire web site, including the “shopping cart” or similar web site location, will be considered part of the “advertisement” if it can be accessed by links contained on or within the web site.

Any violation of this Policy and/or any apparent unauthorized use of AlkaWay Trademarks or Copyrighted Materials should be reported to AlkaWay.

EBAY/AMAZON/E-COMMERCE SALES

If you plan to list AlkaWay products on Amazon, eBay or other E-Commerce channels, you must prove that you have a brick and mortar location and are offering AlkaWay products through other sales channels. Dealers must have permission from AlkaWay before listing items on Amazon/eBay and other third-party websites. All AlkaWay products listed on third party websites must comply with the MAP Policy.

OTHER INTERNET SITE PRICING

Products that are below MAP may NOT appear in any online search tool (i.e., Google Shopper, Price Grabber, Next Tag, etc.) where the reseller website is linked as the source.

NOTE: Online sales and marketing strategies that result in advertised pricing below the MAP pricing thresholds are prohibited. In certain cases, the ‘add to cart’ or ‘click here to see our low price’ strategies will result in MAP violations. Google Checkout will advertise the last price paid for a product. Therefore, when AlkaWay’s products are sold at prices below MAP pricing thresholds, an advertising event is created to the next consumer because they see the product and the ‘last price sold’ without having to ‘add to cart.’ This type of inadvertent advertising is NOT PERMITTED and must be monitored by the Authorized Reseller or the Reseller risks losing the authorization to sell AlkaWay products.

PRICING STATEMENTS

AlkaWay’s MAP Policy does allow resellers to omit pricing entirely from advertisements and/or add statements such as “Call for Price” or “Call for Quote.” Statements such as ‘Add to Cart,’ ‘Add to Cart to See Price,’ ‘See Price in Cart,’ or ‘Click Here to See Our Low Price,’ are no longer acceptable within the AlkaWay MAP policy agreement.

PRICE MATCHING ALKAWAY PRODUCTS

Price matching policies are acceptable; however, they cannot be used as a valid reason for violations of AlkaWay’s MAP Policy. Advertised price must always be at MAP or higher.

COMPLYING WITH THE MAP GUIDELINES

We try to keep the MAP guidelines as easy to understand and adhere to as possible. By following important points listed throughout this document, your advertising efforts will remain in compliance with the MAP program.

- If you choose to do so, you may leave out pricing information in your advertising and promotions altogether.
- If you choose to advertise prices for any AlkaWay products in your promotional efforts, the pricing for them must be at or above the current MAP listing.
- No discount images, “strike throughs”, “minus-outs” or words such as “subtract,” “take away,” “less,” may be used if it makes the price of the AlkaWay advertised product below MAP, either as an individual product or as part of a bundle. If a price is to be listed, it is listed only as a price at MAP.

FAILURE TO COMPLY

If a Reseller’s advertising material contains prices other than suggested retail prices and the advertising material was not pre-approved by AlkaWay the Advertising Policy will be enforced in the following manner.

At the discretion of AlkaWay, intentional and/or repeated failure to abide by AlkaWay’s MAP Policy can result in the loss of Authorized Reseller status and your ability to order AlkaWay products at your current Reseller price.

FIRST OFFENSE

Reseller will receive a documented notice of violation (“Notice”) and will be given fifteen (15) working days to remove the offending print advertisements from publication and distribution and three (3) business days to remove any offending electronic advertisements from web pages or Internet sales sites.

SECOND OFFENSE

Reseller will receive a Notice and will be placed on a non-ship basis for a period of thirty (30) days from the date of the Notice with regard to all products involved in the violation.

THIRD OFFENSE

Reseller will receive a Notice and will be placed on a non-ship basis indefinitely with regard to all products involved in the violation.

FINAL STATEMENT

AlkaWay enjoys its relationship with all of its Authorized Resellers and wants to work with each Reseller to help make the Reseller’s business as successful as possible.

AlkaWay, at its sole discretion and without notice may modify products, prices and its policy.