Re: **Minimum Advertised Price Policy of Contour Products, Inc.**

To Resellers of Contour Products, Inc.’s Sleep Comfort and Support Solutions Product Lines

 Contour Products has determined that its interests are best served through the adoption of a minimum advertised price (“MAP”) policy with respect to its product line. This MAP policy is designed to protect reseller margins so that desirable pre-sales and post-sales services and infrastructure can be provided by resellers and the Contour brand will continue to be viewed by consumers as a premium offering.

**This policy has been unilaterally adopted by Contour Products and will be uniformly enforced.**

 1. **Policy Coverage**.

 This MAP policy covers all Contour Products’ resellers of its product line located in the United States and Canada. Although resellers remain free to establish their own resale prices, Contour Products will, without assuming any liability, unilaterally impose sanctions as described in this policy against resellers who advertise the products at prices below those specified herein. Contour Products will not discuss any conditions of acceptance related to this MAP policy as it is non-negotiable, and this policy will not be altered for any reseller. Contour Products neither solicits, nor will it accept, any assurance of compliance with this MAP policy. Nothing in this MAP policy or in any other contract or agreement with Contour Products shall constitute an agreement between Contour Products and any reseller that the reseller will comply with this MAP policy.

 MAP applies only to minimum advertised prices and does not apply to the price at which the products are actually sold, or to advertised prices higher than the unilateral suggested minimum advertised prices established by Contour Products from time to time.

 2. **Minimum Advertised Prices**.

 The current applicable MAP prices for the products can be found online at <http://www.ContourHealth.com/MSRPlist.htm>.

 The MAP may be changed from time to time at Contour Products’ sole discretion. Contour Products’ resellers are responsible for remaining current with the MAP policy and pricing.

 With respect to internet sales, a reseller may not make any statements or other indications on its website that indicates or implies that a lower price may be found at the online checkout stage, including, but not limited to, the following:

• “Telephone Now for Lower Price” or “Call for Price”

• “Click here for lower price”

• “See Actual Price In Cart”

• “Log-in for lower price”

• “Add to Cart for Lower Price”

• “Check Cart for Special Reduced Price”

• “Mouse over for Better Price”

• “Email for a lower Price”

This MAP Policy does not apply to any reduced price that an online reseller wishes to place within a purchaser’s shopping cart at the final stage of an online purchase, so long as the customer enters the final stage without any earlier reference on the website that a lower price will be found at the final purchasing stage.

 The products may only be advertised as standalone products and may not include any promotional allowances (such as rebates, coupons, free premiums, or reward program offerings), except for Contour Products’ authorized promotions (such as manufacturer’s rebates).

 3. **Policy Violations and Sanctions**.

 All advertisements must include the Contour Products’ model name and a price at or above the MAP. Each advertisement below the MAP will be a violation of the policy. The MAP policy applies to all advertisements of the products in all media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media, television, radio and public signage.

 In the event a reseller chooses not to follow the MAP policy, sanctions will be unilaterally imposed by Contour Products. The level of sanctions imposed will increase with each violation of the policy. On the third violation of the policy, the reseller will no longer be eligible to purchase the products. The duration of ineligibility will be determined by Contour Products.

 The sanctions may include a warning for the first violation, a chargeback for the second violation, instructions to cease selling the products for a third violation, and, at any time, a decision by Contour Products to cease further supply of the products to the reseller.

 Violations of MAP policy will be determined by Contour Products in its sole discretion. Contour Products will not accept any communication from a reseller who has violated the MAP policy regarding the violation or the willingness of the reseller to bring its prices into compliance with the MAP policy.

 4. **Policy Modifications**.

 Contour Products reserves the right at any time to modify, suspend, or discontinue the MAP policy in whole or in part or designate promotional periods during which the terms of the policy change or designate periods of time during which the policy is not applicable.

 5. **Unilateral Action**.

 Contour Products is not seeking agreement from any reseller to adhere to this MAP policy. It is entirely within the discretion of the reseller whether to comply or not comply.

 6. **Contact Information**.

 Contour Products’ sales personnel have no authority to modify or grant exceptions to this policy or have any communications with any reseller regarding violations of this MAP policy. All questions or comments regarding this MAP policy are to be directed to the MAP Policy Administrator of Contour Products, 1 704 527-6133 x 2420, who shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to resellers regarding the policy and receiving any communication regarding sanctions imposed under this policy.

- End of Contour Products’ MAP Policy -