

CVAULT Minimum Advertised Pricing Policy

Effective April 25, 2016, a Minimum Advertised Price (MAP) on all FreshStor (CVAULT) products will be in effect. International accounts must reflect pricing as translated into their local currency.

FreshStor has been building the CVault brand since 2012 focusing on strong recognition and a high perceived value. By not adhering to the established Minimum Advertised Price (MAP) a reseller can have a dramatic effect of diminishing or detracting from the perceived value of the CVault brand and its products. The internet, with its worldwide impact, has the possibility to cause great harm to any companies' products, if they are advertised at prices that will eliminate any legitimate retail competition. Our MAP pricing policy is intended for consumers to purchase from other resellers based on loyalty and customer care expectations. Therefore, if FreshStor agrees to allow your company to sell its products, you will need to agree and abide by the following requirements and restrictions.

The MAP policy shall work under the following guidelines:

- 1) The Minimum Advertised Price for any CVAULT product shall not be less than MAP as published on the CVAULT price sheet. MAP pricing is established by FreshStor for CVAULT and may be adjusted by CVAULT at its sole discretion.
- 2) The MAP policy applies to all advertisements of CVAULT products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio, and public signage.
- 3) The MAP policy is not applicable to: 1) Any in-store advertising that is displayed only in the store and not distributed to any customer(s) outside of their store. 2) Any email newsletters sent to your customer database.
- 4) The inclusion in advertising of free or discounted products (whether made by CVAULT or another manufacturer) with a product covered by the MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP.
- 5) If pricing is displayed in other than a brick and mortar retail store, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
- 6) MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the dealer's retail location or over the telephone. CVAULT dealers and sales representatives remain free to sell these products at any price they choose.

- 7) MAP does not establish maximum advertised prices. All dealers and sales representatives may offer CVAULT products at any price in excess of the MAP.
- 8) CVAULT's MAP policy does not in any way limit the ability of any dealer to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price", that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for the products is not less than MAP.
- 9) Dealer agrees to hold all trademarks and copyrights of CVault® as the property of FreshStor and use advertising materials provided by FreshStor in an authorized manner only.
- 10) Intentional or repeated failure to abide by this policy will result in termination of dealership or sales representatives. CVAULT does not intend to do business with dealers or sales representatives who degrade the image of CVAULT and its products. It is CVAULT's sole discretion whether or not to provide prior notice or issue warnings before taking any action under this policy.
- 11) E-Bay and Other Auction Web Sites Policy:
 - "Buy it Now" options must be listed at a price equal to MAP or greater.
 - For auctions the reserve and/or opening bids must start at MAP without a "Buy it Now" option.
 - Best Offer Auctions Are Not Allowed
- 12) Negotiated Contracts: From time to time it may be explicitly approved by FreshStor in writing to sell certain CVAULT products at below MAP pricing. The discount amount and length of time will be determined at the time of this approved promotion by FreshStor, Inc.
- 13) CVAULT may run a sale from time to time and in such case the MAP will be the same as the sale price on those particular items and on those particular dates. CVAULT will send out a notice in advance with details of the special.
- 14) Sales representatives of CVAULT products will supply a copy of the CVAULT MAP policy to any new or existing reseller to be filled out, acknowledged and returned to CVAULT. This form shall be signed and returned to CVAULT and in doing so, will bind the reseller to abide by the MAP and reseller requirements spelled out in this document.
- 15) Next page details MSRP versus MAP

FreshStor®

CVault® MSRP & MAP Pricing

*x-small CVault –	<i>MSRP</i> \$16.95	<i>MAP</i> \$15.00
*small CVault –	<i>MSRP</i> \$19.95	<i>MAP</i> \$18.00
*med. CVault –	<i>MSRP</i> \$22.95	<i>MAP</i> \$20.50
*large CVault –	<i>MSRP</i> \$26.95	<i>MAP</i> \$24.50
*2 liter CVault –	<i>MSRP</i> \$41.95	<i>MAP</i> \$38.00
*4 liter CVault –	<i>MSRP</i> \$50.95	<i>MAP</i> \$47.00
*8 liter CVault –	<i>MSRP</i> \$72.95	<i>MAP</i> \$69.00
*mega CVault (17 liters) –	<i>MSRP</i> \$93.95	<i>MAP</i> \$89.00