



MINIMUM ADVERTISED PRICE POLICY

Introduction

Permobil has built a reputation for providing superior quality complex rehab manual wheelchairs. Permobil believes that a pre-sale and post-sale experience that includes personal service, instruction and education will enhance and solidify Permobil's reputation.

Permobil has established this policy (this "MAP Policy") regarding the minimum advertised price ("MAP") of Permobil products in the United States. This MAP Policy applies to all Permobil dealers and suppliers located in the United States (collectively, "Authorized Suppliers"). Permobil designed this MAP Policy to help maintain Permobil's reputation for providing superior manual wheelchair products by ensuring that Authorized Suppliers can provide the level of pre-sale and post-sale service that Permobil wheelchair consumers have come to expect and that they deserve.

This MAP Policy is unilateral and non-negotiable, and Permobil will not alter it for any Authorized Supplier. Each Authorized Supplier is free to decide whether to follow this MAP Policy or not. Permobil will unilaterally enforce this MAP Policy as set forth below under "Violations."

This MAP Policy only affects advertised prices. This MAP Policy does not extend to any Authorized Supplier's actual resale price, which each Authorized Supplier sets in its sole discretion.

Permobil will not communicate with any Authorized Supplier about any other Authorized Supplier's advertising practices.

Covered Products

This MAP Policy applies to all manual wheelchairs manufactured and distributed under the Permobil® brand name (the "Covered Products"). This MAP Policy does not apply to special promotions as announced or authorized from time to time by Permobil.

Covered Advertising

This MAP Policy applies to all forms of advertising including, but not limited to:

- Print ads (inserts, magazines, catalogs, newspapers, etc.) by an Authorized Supplier
- Internet websites and banners sponsored by an Authorized Supplier
- Authorized Supplier Internet banners or advertising on sites owned by other parties (such as social sites, portal sites and news sites)
- Listings on shopper sites that accumulate and display advertised pricing from unrelated websites if sponsored or funded by an Authorized Supplier or if the Authorized Supplier submits information to the shopper site
- Broadcast (radio and TV) advertisements by an Authorized Supplier

- Direct Mailers, including email, by an authorized Supplier
- Faxes by an Authorized Supplier
- Billboards owned or leased by an Authorized Supplier

This MAP Policy does not cover the following types of advertising:

- In-store displays, in-store banners or in-store price markings
- Quotes or contracts
- Internet site “checkout” pages where the customer makes their final purchase election

MAP Rules

The MAP for Covered Products is as follows:

Permobil Product	MAP
Permobil TiLite Aero T	\$ 2,065.00
Permobil TiLite Aero X	\$ 1,673.00
Permobil TiLite Aero Z	\$ 1,859.00
Permobil TiLite TR	\$ 3,125.00
Permobil TiLite TRA	\$ 2,954.00
Permobil TiLite TWIST	\$ 2,272.00
Permobil TiLite ZR	\$ 3,050.00
Permobil TiLite ZRA	\$ 2,754.00
Permobil TiLite 2GX	\$ 2,900.00
All TiLite chair options	20% off retail

Any covered advertisements for any Covered Products at prices less than the foregoing MAP prices will be a violation of this MAP Policy. In addition, the following will be violations of this MAP Policy:

- Advertising or otherwise marketing for sale Covered Products on an auction website
- Advertising additional discounts on Covered Products utilizing any form(s) of covered advertising listed above if such additional discounts are advertised so frequently and commonly that, in the sole judgment of Permobil, they effectively modify the advertised price for Covered Products even though the Authorized Supplier’s advertised prices for such Covered Products are otherwise seemingly in compliance with the MAP prices listed above
- Advertising or otherwise marketing for sale Covered Products in any manner that is factually incorrect or otherwise misleading or illegal
- Advertising or otherwise marketing for sale Covered Products without clearly stating that the Authorized Supplier is a Permobil Authorized Supplier or without clearly identifying Permobil as the manufacturer of the Covered Products

- Advertising or otherwise marketing for sale Covered Products in a way that does not accurately reflect Permobil's intellectual property
- Advertising free upgrades and/or accessories with any purchase of a Covered Product

Violations

Permobil will monitor this MAP Policy using a team of individuals. The forms of monitoring will include surfing the internet for non-compliant websites and reviewing printed publications for non-compliant advertisements. If Permobil determines, to its satisfaction, that an Authorized Supplier has advertised a Covered Product at a net resale price lower than the MAP price of such Covered Product, Permobil will take the following steps:

- **FIRST VIOLATION:**
 - Step 1: Permobil will notify the Authorized Supplier in writing of the violation. The Authorized Supplier will have five (5) business days to correct such violation and come into compliance with this MAP Policy.
 - Step 2: If the Authorized Supplier fails to correct the violation within five (5) calendar days from the date written notice was provided, Permobil will immediately suspend all sales to the Authorized Supplier. The suspension will last for a period of thirty (30) calendar days, and Permobil will remove the Authorized Supplier from its list of Authorized Suppliers on Permobil's website during such 30-day suspension.
 - Step 3: After the thirty (30)-day period referenced in Step 2 above, if the Authorized Supplier did not otherwise violate the MAP Policy during such thirty (30)-day suspension period and if the Authorized Supplier has corrected such violation and brought its advertising into compliance with this MAP Policy, Permobil will reinstate the Authorized Supplier to full status. The Authorized Supplier will have its second violation if it continues to be in violation of this MAP Policy at the expiration of the thirty (30)-day suspension period.
- **SECOND VIOLATION**
 - Step 1: If an Authorized Supplier violates this MAP Policy a second time within a twelve (12)-month period, Permobil will notify the Authorized Supplier in writing that it has violated this MAP Policy a second time. The Authorized Supplier will have 24 hours to correct such violation and come into compliance with this MAP Policy.
 - Step 2: If the Authorized Supplier fails to correct the violation within 24 hours from the date written notice was provided, Permobil will immediately cease doing business with the Authorized Supplier. Permobil will remove the Authorized Supplier from its list of Authorized Suppliers on Permobil's website. Permobil will not sell to the Authorized Supplier again except upon formal re-application by the Authorized Reseller and acceptance by the Authorized Reseller of all terms and

conditions as defined by Permobil and only upon approval of Permobil, which Permobil may grant or withhold in its sole and absolute discretion.

Note: This MAP Policy does not restrict Permobil's rights to manage its distribution channels and to make and change its decisions regarding Authorized Suppliers and others with whom it will do business. Among other things, depending on the severity of the violation and the response of the Authorized Supplier when advised of a violation of this MAP Policy, Permobil may deem it appropriate to bypass some or all of the steps above and immediately cease doing business with the Authorized Supplier.

Administration of MAP Policy

This MAP Policy is subject to change at any time by Permobil in its sole discretion. However, the only person authorized by Permobil to communicate MAP Policy updates, changes or decisions is Permobil's MAP Policy Administrator named below. Permobil has authorized only the MAP Policy Administrator to confirm compliance with this MAP Policy or to discuss it with any Authorized Supplier. Permobil has not authorized the MAP Policy Administrator or any other Permobil employee to negotiate this MAP Policy with any Authorized Supplier. All questions must be in writing addressed to the MAP Policy Administrator at the address designated below. This MAP Policy is effective as of April 4, 2017.

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