

**OPED MEDICAL, INC.**  
**MINIMUM ADVERTISED PRICE POLICY**

**EFFECTIVE September 1, 2018**

This policy applies to the EVENUP™ branded products distributed by OPED Medical, Inc. (hereinafter “OPED” or the “Company”).

OPED’s product advertising goals require its direct customers (“Distributors”), and those customers of such Distributors who purchase goods for further resale to the consumer (“Resellers”), to aggressively promote the OPED premium brand image. OPED recognizes the value of Distributors and Resellers that dedicate resources and provide services to support and promote EVENUP™-branded products (the “Covered Products”) to the marketplace. Such valuable services include, but are not limited to, educating end-users, customers, podiatrists, orthopedics and other professionals on the product performance, features and benefits of the OPED’s products, maintaining an adequate inventory to ensure timely excellent service to the customer, and offering superior customer service with respect to the Covered Products. OPED’s image and the investments that the Company and its Distributors and Resellers make in the introduction and marketing of the Covered Products are not furthered by the distribution of OPED’s products via distributors or resellers that lack the capability to provide such services and fail to comply with this Policy.

OPED implemented and adopted this Minimum Advertised Price Policy (the “Policy”) to support its Distributors and Resellers in achieving OPED’s goals of protecting its image and reputation, promoting its brand and providing excellent service. OPED has unilaterally determined that it will sell Covered Products only to those Distributors, and will permit the use of its IP Assets (defined below) only by Distributors and Resellers, that:

1. Properly represent and promote the quality image and superior goodwill associated with the Covered Products on the Internet and from their physical locations.
2. Do not sell or market the Covered Products in any way that disparages or injures OPED or its products or the products or services of any other company.
3. Do not engage in any form of advertising or advertising practices that violate any federal, state or local laws or ordinances, including without limitation “bait and switch.”
4. Clearly identify the specific model being advertised.
5. Advertise and sell the specific Covered Product only under the UPC codes assigned by OPED to such Covered Product.

6. Use OPED’s trademarks and copyrighted materials, which include, without limitation, any trademarks owned or otherwise used by OPED in connection with the Covered Products (or any of them), any photographs or other graphic representations of the Covered Products, the design of the Covered Products and any other written information or materials published, made available or otherwise distributed by OPED to its Distributors for use in connection with the marketing and advertising of the Covered Products (collectively, the “IP Assets”) only in accordance with the terms of the applicable license of the same as described in this Policy.
  
7. Do not use the Internet (including, but not limited to, business-to-consumer and other websites, auction sites, electronic bulletin boards, browsers, portals, and on-line services and service providers) to advertise (such advertising, “Internet Advertising”) the Covered Products to the general public at a “Net Adjusted Price” (defined below) that is below the “MAP Price” set forth below applicable to such Covered Product:

<u>Covered Product</u>	<u>MAP Price</u>
EVENUP™ Shoe Balancer	\$29.99

The requirements set out in this Section 7 apply to all publicly accessible levels/pages on a website other than pages associated with an intent to purchase, such as a "shopping cart" page or other page associated with an intent to purchase. Sales prices (including any discounts or "freebies" included with purchase) also may be communicated by telephone, e-mail response, or product purchase confirmation communication or webpage. Specifically, regarding auction sites, offers made to "buy it now," or comparable offers, advertising instant purchase at a price below the MAP Price constitute violations of the Policy.

As used in this Policy, the term “Net Adjusted Price” means the lower of the advertised price at which a Covered Product is offered by or on behalf of a Distributor to a customer (potential or actual) after (i) applying all discounts, rebates, allowances, coupons and similar price reductions advertised in connection with the Covered Product, (ii) excluding certain taxes and shipment charges paid by the customer, and (iii) giving effect to the value of free or reduced-price bundles advertised in connection with the Covered Product.

8. Do not offer, advertise or provide one or more of the Covered Products on any Internet auction site or by selling one or more of the Covered Products to any person or entity, which the Distributor or Reseller knows or should reasonably know might offer or sell the Covered Products on an Internet auction site. The only exception to the Internet Auction prohibition in this Section 8 applies when the Covered Product is offered using a “buy it now,” or comparable established price, instant purchase at an advertised price at or above MAP Price.

9. Comply with requirements set forth under the heading “DO NOT SELL LIST” in this Policy in cases where a Distributor is selling the products to a Reseller.

THIS POLICY ADDRESSES ONLY ISSUES SURROUNDING THE ADVERTISEMENT OF PRICES ON THE INTERNET AND IN PRINT. ALTHOUGH OPED AMERICA MAY PROVIDE SUGGESTED RESALE PRICES FROM TIME TO TIME, THIS POLICY DOES NOT REGULATE ACTUAL SELLING PRICES OF ANY OPED PRODUCTS.

This Policy supersedes any similar policies that were in effect prior to its effective date. OPED, at any time, may vary the MAP Price for a Covered Product or add to or delete any or all of the Covered Products. This Policy may be modified, extended, suspended, discontinued, or rescinded, in whole or in part, by written notice from OPED at any time. Any such notice will describe the nature of any such modification, extension, suspension, discontinuation, or rescission of the Policy. Because this is a unilateral Policy, if there is any disagreement over the interpretation, application or enforcement of the Policy, OPED’s interpretation or decision will control.

OPED will endeavor to provide prior notice of each new MAP Price or such change in the Covered Products. While OPED will communicate each MAP Price, each Distributor and Reseller is responsible for making sure that it is aware of the appropriate MAP Price and the Covered Products in each circumstance.

The Policy is a unilateral statement of OPED’s preferences concerning the type of Distributor through which OPED chooses to distribute the Covered Products and the type of Distributors and Resellers to whom OPED chooses to make its IP Assets available. It is not the intent or purpose of this Policy to restrict, coerce, force, or reach agreement with a retailer to charge a particular price for any products, including, without limitation, the Covered Products. The Policy is not a contract or an offer to form a contract, agreement or any other form of mutual understanding, and OPED will not engage in any sort of negotiation with a reseller related to the matters addressed by this Policy. Rather, this Policy describes the terms under which OPED may, in its sole discretion, choose to sell the Covered Products and make its IP Assets available for use by its Distributors and Resellers. OPED does not ask for, has not asked for and will not accept any agreement to comply with the Policy.

### **Do-Not-Sell List**

OPED maintains a list of persons or entities that OPED has determined, in its sole discretion, do not satisfy the standards for Distributors or Resellers of the Covered Products, which list is referred to in this Policy as the “Do-Not-Sell List.” For purposes of this Policy, the list of persons or entities on OPED’s official website (<http://www.evenupcorp.com>> Where To Buy > We Support Authorized Dealers Only] or such other replacement website of which OPED may provide written or electronic notice of from time to time), following the words “...not authorized as dealers or resellers of our products” constitutes the Do-Not-Sell List. Immediately upon receipt of a notice by a Distributor or posting by OPED of each Do-Not-Sell List (or any changes to such

list), whichever occurs first, OPED will treat any sale of Covered Products by a Distributor (including pending orders), or any distribution of the IP Assets by a Distributor, to any person or entity on such Do-Not-Sell List as a violation of this Policy, and the consequences of the first and second Do-Not-Sell List violations correspond to the consequences for Internet Advertising violations described in this Policy.

OPED reserves the right to refuse to sell any Covered Products to any person or entity on the Do-Not-Sell List and to refuse to honor any warranty claim for any Covered Product purchased from a person or entity included on the Do-Not-Sell List. Further, OPED specifically revokes, terminates or otherwise voids any license or sublicense to use the OPED IP Assets granted to such person or entity prior to such person or entity's addition to the Do-Not-Sell List.

OPED may provide periodic notices or communications (which may be electronic) regarding updates to or modifications of the Do-Not-Sell List, but Distributor is responsible for monitoring the Do-Not-Sell List as it appears on OPED's website and confirming its compliance with the terms of this paragraph.

### **Use of IP Assets**

One of the principal reasons for implementation of this Policy is protection of OPED's image and the value of its IP Assets. OPED has determined that violation of this Policy will likely result in diminishing, diluting or weakening the value of such IP Assets. Accordingly, OPED permits use of its IP Assets by Distributors and Resellers only as follows:

***Use By Distributors:*** OPED grants its Distributors a revocable, worldwide, non-assignable, non-sublicensable license to use, display and reproduce its IP Assets on the Internet solely (i) in such forms or format as OPED provides such IP Assets to Distributor and in compliance with any usage guidelines established by OPED with respect thereto (as may be distributed or published by OPED from time to time); (ii) in connection with Distributor's advertisement, marketing, sale and distribution of the Covered Products in compliance with the terms of this Policy. Distributors are further authorized to distribute the IP Assets in such form and format as received from OPED to its Resellers (other than any person or entity on the Do-Not-Sell List) solely for the purpose of enabling such Resellers to use such IP Assets in accordance with the license granted to such Resellers herein. All use of the IP Assets by Distributors hereunder shall inure to OPED's (or its' licensors') benefit.

The foregoing license to a Distributor shall be effective upon OPED's initial sale of Covered Products to a Distributor and shall terminate automatically upon the earlier of OPED's (i) placement of Distributor on the Do-Not-Sell List, or (ii) notice to Distributor of a second violation of this Policy as described below. Upon such termination, Distributor shall immediately cease and desist all use of OPED's IP Assets, unless otherwise authorized by OPED separately in writing.

**Use By Resellers:** OPED grants Resellers who purchase Covered Products from a Distributor a revocable, worldwide, non-assignable, non-sublicensable license to use, display and reproduce OPED's IP Assets on the Internet solely (i) in such forms or format as OPED provides such IP Assets to such Reseller's Distributor and in compliance with OPED's usage guidelines with respect thereto (as may be distributed or published by OPED from time to time); (ii) in connection with Reseller's advertisement, marketing, sale and distribution of the Covered Products in compliance with the terms of this Policy. All use of OPED's IP Assets by Resellers hereunder shall inure to OPED's (or its' licensors') benefit.

The foregoing license to a Reseller shall be effective upon Reseller's initial purchase of Covered Products from a Distributor and shall terminate automatically upon the earlier of OPED's (i) placement of a Reseller on the Do-Not-Sell List, or (ii) notice to Reseller of a second violation of this Policy as described below, whichever comes first. Upon such termination, Reseller shall immediately cease and desist all use of OPED's IP Assets, unless otherwise authorized by OPED separately in writing.

For absence of confusion, in no event shall any person or entity on the Do-Not-Sell List be authorized to use, display, reproduce or distribute any OPED IP Assets from and after the date such person or entity is added to such list. OPED and its licensors retain all right, title and interest to OPED's IP Assets and any derivative works thereof, and no Distributor or Reseller acquires any rights, express or implied, in any intellectual property owned by OPED other than the limited licenses set forth in this Policy.

### **Authorized Dealers and Warranty Coverage**

OPED does not require that its Resellers have a direct purchasing relationship with OPED, but reserves the right to refuse to honor any warranty claim for Covered Products not purchased from a Distributor or Reseller that OPED has approved, in its sole discretion, as an "Authorized Dealer." Resellers may apply to become Authorized Dealers by contacting OPED at (800) 334-1906 or (770) 945-0150

Only those persons or entities listed on OPED's official website, [www.evenupcorp.com](http://www.evenupcorp.com) (or such other replacement website of which OPED may provide written or electronic notice of from time to time) on the "Where To Buy" page are considered Authorized Dealers under this Policy and may advertise or promote themselves as such. OPED's approval of Distributors or Resellers as Authorized Dealers may be granted, withheld or revoked in OPED's sole and absolute discretion, based on OPED's evaluation of whether a dealer promotes and serves OPED's goals of protecting its image and reputation, promoting its brand and providing excellent service. Any Distributor or Reseller that is not an Authorized Dealer as described in this paragraph may not hold itself out to the public as an "Authorized Dealer" (or similar designation) or advertise or promote any warranty coverage provided by OPED.

### **Violations of this Policy**

Although each Distributor and Reseller remains free to establish its own resale prices, OPED, without assuming any liability, will take one or more of the following actions immediately following verification by OPED to its satisfaction that such Distributor (or such Distributor's Reseller) has violated this Policy by advertising one or more of the Covered Products at a Net Adjusted Price less than the MAP Price:

***For the first violation:*** For Distributors, effective as of the date specified in the first notice from OPED to such Distributor and for the three (3) month period thereafter, OPED will: (i) cancel and suspend Distributors purchasing discount on any and all Purchase Orders (including, without limitation, any Purchase Orders previously accepted but scheduled to be shipped or delivered during such period); (ii) suspend such Distributor's eligibility for OPED marketing funds and other promotional benefits that such Distributor otherwise would or could receive during such period (iii) suspend any and all free freight allowances; and (iv) remove Distributor from OPED's authorized dealer list.

For Resellers (i.e. not direct customers of OPED), effective as of the date specified in the first notice from OPED to such Reseller, (i) the license granted to such Reseller with respect to the IP Assets (described below) shall be revoked without further action or notice: and (ii) such Reseller's "Authorized Dealer" designation shall be revoked (if applicable), and the Reseller shall be removed from OPED's authorized dealer list.

***For the second violation:*** For Distributors, effective as of the date specified in the second notice from OPED to such Distributor and for the six (6) month period thereafter, OPED will: (i) cancel and suspend Distributor's purchasing discount on any and all Purchase Orders (including, without limitation, any open Purchase Orders previously accepted but scheduled to be shipped or delivered during such period); (ii) suspend such Distributor's eligibility for OPED marketing funds and other promotional benefits that such Distributor otherwise would or could receive during such period (iii) suspend any and all free freight allowances; and (iv) if applicable, remove Distributor from OPED's authorized dealer list.

***For the third violation:*** For Distributors, effective as of the date specified in third notice from OPED to such Distributor and continuing until OPED provides notice to such Distributor otherwise: (i) the authorization of such Distributor to purchase any or all of the OPED products designated by OPED is immediately revoked by OPED, so that all pending orders (even if accepted) will be cancelled and no new orders will be accepted from such Distributor for any or all of such products; and (ii) the license granted to such Distributor with respect to the IP Assets (described below) shall be revoked without further action or notice; and (iii) if applicable, OPED will remove Distributor from OPED's authorized dealer list.

Each violation of this Policy is cumulative. The consequences of the violations are additive and take effect regardless of whether the consequences of the preceding violations are still in effect. If a Distributor or Reseller continues to violate the Policy (as determined by OPED and if the violation can be remedied) after receiving notice thereof from OPED, OPED will treat such

violation as a subsequent violation, so that the same act(s) or failure(s) to act may result in multiple violations.

### **Communications**

OPED representatives and employees are strictly prohibited from discussing this Policy with any account. OPED representatives and employees also are strictly prohibited from seeking or accepting any assurances of any account's compliance with the Policy. All inquiries regarding the Policy should be directed in writing to:

OPED Medical, Inc.  
5212 Bellewood Court Suite 203  
Buford, GA 30518  
Attn: Minimum Advertised Price Policy Administrator  
Fax: (770) 945-0370  
e-mail: info@evenupcorp.com

No representative of OPED has the authority to speak to or to modify the terms and conditions of this Policy. This Policy may only be modified in writing and the only authorized communication regarding the Policy will be through the above-referenced email address.

OPED does not and will not discuss the business dealings of any account with any other account. OPED does not seek and will not accept any complaints or comments about the advertising or pricing policies of any other account. OPED reserves the right to change or discontinue the Policy at any time, and no account has the right to rely on the continued existence of the Policy or OPED's enforcement of the Policy. OPED reserves the right to choose any accounts with which it will do business and reserves the right to accept or reject any purchase order from any account at any time.

OPED may, at its discretion, provide a "Frequently Asked Questions" reference (FAQ) to this Policy to Distributors.