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Seroyal

Seroyal USA, Inc.
United States Minimum Advertised Price Policy
Effective October 10, 2018

Seroyal USA, Inc. (“Seroyal”) has determined that advertising its products at a price below levels that Seroyal deems sufficient to support a high level of service discourages the commitment and investment of our customers in the brand and undermines Seroyal’s trade reputation, brand, and image within the target consumer population. To this end, Seroyal has adopted this unilateral Minimum Advertised Price (“MAP”) Policy (the “Policy”), which applies to all authorized sellers of Seroyal products in the United States (hereinafter “Resellers”).

The MAP will be established solely by Seroyal and communicated to Resellers of Seroyal products. The MAP for each product is equal to the retail price listed for each product on www.Seroyal.com. If Seroyal changes the MAP on any Product, it will provide at least 30 days’ notice to Resellers before such change takes effect.

This Policy does not constitute an agreement between any Reseller or other party and Seroyal. Each Reseller must independently choose whether to comply with the terms of this Policy. Seroyal neither solicits nor will it accept any assurance of compliance with this Policy from any Reseller or other party. This Policy is not negotiable and will not be altered for any individual Reseller.

It is a violation of this Policy for a Reseller to advertise any Seroyal Product(s) at a price lower than the published MAP. Although Seroyal is not directing any Reseller to require that its customers comply with this Policy, a violation of this Policy by any such third party will constitute a violation by the Reseller.

This Policy applies to all advertisements of Seroyal products in any and all media as well as any advertising within brick and mortar and other selling venues. An “advertisement” includes any and all promotional or pricing information displayed via any type of media including, but not limited to, all website pages and banners, social media, emails, blogs, newspapers, catalogs, magazines, flyers, brochures, television, radio ads, billboards, electronic coupons, coupon codes, and any other marketing or promotional materials. Professionals who operate web-stores exclusively for their direct patients may advertise Seroyal products at below MAP only if the discounted price is not visible to any customer who is not logged in with a password-protected email. Additionally, passwords cannot be made available online, via a broadcast email, or through any other means by which a password is shared beyond the Professional’s direct patients.

Direct or indirect attempts to circumvent this Policy will be considered a violation of this Policy. Such attempts may include, but are not limited to:

- i. Coupons, discounts, rebate offers, or other inducements that advertise a price lower than the MAP;
- ii. The advertising of any volume discount or other promotion that would cause the per unit sales price to be advertised at less than the MAP;
- iii. Bundling Seroyal products with other products or services when such bundling has the effect of reducing the advertised price of the Seroyal product below the MAP;
- iv. Statements or other indications on a website or in other promotional materials that indicate or imply that a lower price may be found at the online checkout stage, including but not limited to, “See Price in Cart,” “Add to Cart to See Price” or other similar features; and



- v. Any other Reseller-initiated communication or form of advertisement that has the effect of advertising a price below the MAP, such as a price-off coupon, storewide sale, promotional code or other similar items that can be applied to Seroyal products or from which Seroyal products are not excluded. However, price-off coupons or promotional codes that are found on the products or their packaging and accessible only after a product has been purchased are not “advertising” under this Policy, and a Reseller’s use of such promotional methods is not a violation of this Policy.

It is not a violation of this Policy to advertise that a customer may “call for price” or “email for price” or use similar language as long as no price is listed. Use of phrases that advertise “the lowest prices,” “will match or beat competitor’s prices,” or similar phrases also do not violate this Policy so long as the Reseller does not include any advertised price below the MAP.

This Policy does not affect the prices that a Reseller may charge for Seroyal products. Resellers are free to sell Seroyal products at any price they choose. This Policy applies only to Resellers’ advertised prices, not selling prices.

Seroyal reserves the right to impose penalties if Seroyal, in its sole discretion, believes that:

- i. A Reseller has violated the provisions of this Policy; or
- ii. A Reseller has engaged in any activity that Seroyal determines, in its sole discretion, is designed or intended to circumvent the intent of this Policy.

Specifically, Seroyal will take the following actions, which apply to all Resellers, should a Reseller fail to comply with the Policy:

- i. For a Reseller’s first violation of the Policy, Seroyal will issue a warning notifying the Reseller of the noncompliance.
- ii. For a Reseller’s second violation of the Policy, Seroyal will place the account on shipping hold for 30 days.
- iii. For a Reseller’s third violation of the Policy, Seroyal will terminate its business relationship with the Reseller.

No Seroyal employee or agent is authorized to modify, interpret, or grant exceptions to this Policy with any Reseller. No person has the authorization to modify this Policy or to solicit or obtain agreement of any person to this Policy, and any such modification or agreement is invalid. Any questions about this Policy should be submitted in writing and directed to Seroyal’s MAP Liaison at MAP@atrium-innovations.com.

The Policy will be enforced by Seroyal in its sole discretion and without notice. Resellers have no right to enforce the Policy. Violations of this Policy may result in the aforementioned sanctions up to and including termination of our business relationship.

This Policy may be updated, revised, suspended, terminated, reinstated, or modified at any time by Seroyal in its sole discretion. Seroyal shall make any such modifications available to all authorized Resellers.