



MINIMUM ADVERTISED PRICE POLICY

Introduction

Permobil has built a reputation for providing superior quality complex rehab equipment. Permobil believes that a pre-sale and post-sale customer experience that includes personal service, instruction and education will enhance and solidify Permobil's reputation, and make its products more competitive in the marketplace for consumers and payors.

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 dealers and suppliers in the United States (collectively, "Authorized Suppliers") authorized by Permobil to offer and sell Covered Products. Permobil designed this MAP Policy to help maintain Permobil's reputation for providing superior complex rehabilitative products by enabling Authorized Suppliers to provide the level of pre-sale and post-sale service that Permobil consumers have come to expect and that they deserve.

This MAP Policy is unilateral and non-negotiable. Permobil will not entertain any request from an Authorized Supplier for any change in the MAP Policy or its enforcement. Each Authorized Supplier is free to decide whether to follow this MAP Policy or not. Permobil will unilaterally enforce this MAP Policy in its sole discretion as set forth below under "Violations." Permobil does not ask for, nor will it accept, any assurance of compliance or agreement from an Authorized Supplier regarding this MAP Policy. Permobil will not discuss with any Authorized Supplier any conditions on acceptance related to this Policy. No terms or conditions of any agreement between Permobil and any Authorized Supplier shall constitute an agreement by the Authorized Supplier to comply with this Policy. The decision of an Authorized Supplier to honor this MAP Policy by advertising or selling any Covered Product at or above the MAP price should be construed as communicating acceptance or compliance.

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 or advertised pricing of Covered Products.

Covered Products

This MAP Policy applies to all wheelchairs, seating and positioning devices, SmartDrives, spare parts, accessories and additions manufactured or 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, TV, public address) 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 sent directly to prospective customers and payors and that are not generally circulated

MAP Rules

Permobil will publish its MAP Policy prices on Covered Products in a separate publication sent directly to Authorized Suppliers or made available through an Authorized Supplier on-line portal. Permobil may withdraw, modify or change the published MAP Policy pricing on Covered Products at any time without prior notice.

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:

- Selling any Covered Product directly to Amazon Central, Walmart or any other online shopping website.
- 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 in compliance with the MAP prices in effect.
- Additional advertised direct and indirect discounts that affect the net price of the Covered Product are violations of the MAP Policy. These discounts include rebates, premiums or gifts with purchase, gift cards, Buy One Get One promotions, tax free promotions, free installation, bundled discounts, total transaction discounts, coupons, trade-ins and other forms of net price reduction for the Covered Product below the MAP price then in effect. The retail price of any included gift, premium or similar promotion will be deemed a price

reduction of the Covered Product. The value of taxes paid in a "tax free" promotion will also be deemed a price reduction of the Covered Product.

- Bundling any Covered Product for sale with any Permobil product or ancillary service or product offered by the Authorized Supplier.
- Advertising or otherwise marketing for sale Covered Products in any manner that is factually incorrect, deceptive 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/supplier 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 that would be included with any purchase of a Covered Product at no additional charge or cost to the buyer.
- Advertising any Covered Product for sale on any third-party shopping website such as Amazon, eBay or similar sites without first obtaining Permobil's consent. Such consent applies to use of that outlet for advertising only and does not constitute any agreement on the prices at which the Authorized Supplier may offer the Covered Product. An Authorized Supplier may advertise any Covered Product on its own dedicated website without Permobil's consent.

Violations

Permobil will monitor this MAP Policy. If Permobil determines, to its sole satisfaction, that an Authorized Supplier has advertised a Covered Product at a net resale price lower than the MAP price of such Covered Product then in effect, or an Authorized Supplier has communicated to Permobil in a manner that violates this MAP Policy, 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 three (3) 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 three (3) business 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.
- Step 2: Unless the Authorized Supplier provides evidence to show to Permobil that it was not violating the MAP Policy, in Permobil's sole discretion, 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. Such reapplication will not be accepted by Permobil for at least 6 months from cessation of business.

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 4/01/2020

Attn: MAP Policy Administrator
Permobil
300 Duke Drive
Lebanon, TN 37090