

Minimum Advertised Price (MAP) Policy

In order to preserve the reputation for providing customers with high value products and strong after-sale support, and to future enhance the Enerlites image and its competitiveness in the market, Enerlites adopted a minimum advertised pricing "MAP" policy for all Enerlites U.S. and Canadian distributors effective from Jan 1st, 2015. The Products covered under this MAP policy are listed in Exhibit A in this letter. All sales of Products in Exhibit A will be subject to this MAP policy. Violation of this Policy may result in the suspension or termination of a Distributor's right to sell Enerlites Products without prior notice.

1. Enerlites will maintain an updated MAP list of those performance Products that are subject to this policy. This policy and the list of Products in Exhibit A may change at any time and from time to time by Enerlites, in its sole discretion, without prior notice to Distributors.
2. The MAP policy applies to all advertisements of Enerlites products in any and all media, including but not necessarily limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio and public signage. Price tags, signage, and communication within the boundaries of a physical store are not "Advertisements".
3. The MAP policy 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 distributor's location, over the telephone or through a "bid" process. Distributors may sell these products at any price they deem appropriate.

However, it shall not be regarded as a violation of this MAP policy if a Distributor:

- (1) Advertises that a customer may "call for price" or "email for price", or to use similar language, so long as no price is listed.
 - (2) Advertises in general that the Distributor has "the lowest prices" or will match or beat its competitors' prices, or to use similar phrases; so long as the Distributor does not include any advertised price below MAP and otherwise complies with this MAP policy.
 - (3) Advertises Enerlites products at a price in excess of the MAP established for such Enerlites products. That is, this MAP policy does not establish maximum advertised prices.
4. If Enerlites, determines in its sole discretion, that Distributor has taken any action inconsistent with this MAP policy, which may include advertising a MAP product below the price listed on the attached MAP Product List, then Enerlites may take any or all of the following actions: (1) cancel all orders from that Distributor for the given MAP products; (2) refuse to accept new orders for the MAP Products for a period to be determined by Enerlites Inc; (3) refuse to accept new orders for so long as the MAP Products appear on the current MAP Products List; or (4) refuse to accept new orders from such Distributor and terminate such Distributor's account with Enerlites Inc.

If a Distributor with multiple store locations or premises violates this MAP Policy at any one location, or on any associated website, then Enerlites will consider this to be a violation by the Distributor as a whole.

5. Any advertisement, promotion or consumer program that attaches another product or value added offer (including free freight or any gift with purchase offer) must be approved by Enerlites Inc or it may be deemed a violation of this MAP policy.

6. Any posting or advertisement to sell new Enerlites Products through the use of any "auction" site or related method or re-distribution (e.g. eBay, Yahoo Auctions, Amazon) will be deemed a violation of this MAP policy, unless approved in writing by Enerlites. Therefore, Distributors and especially the E-Commerce Distributors, are not authorized to offer Enerlites Products for sale through any other Internet websites, including but not limited to auction sites and shipping sites. The Distributors in such instances provide no value-added distribution services in such channel, but can reasonably be viewed as merely a re-distributor to the auction site "e-tailer".

7. Enerlites recognizes that any authorized Enerlites Distributors can sell any Enerlites Product at any price it chooses without consulting or advising Enerlites. However, Enerlites reserves the right to make its own independent decision regarding Product allocations and Distributor participation in Enerlites' distribution network.

8. Enerlites sales representatives are not permitted to discuss this MAP policy or make any agreements or assurances with respect to Enerlites Inc's Policies regarding MAP, Distribution, or E-commerce. This includes any consumer program or promotion that affects the attached listed products. Any questions regarding this Policy or any aspect of this Policy should be addressed in writing to the Enerlites Administration Department at Enerlites Inc at info@enerlites.com.

9. Enerlites monitors the advertised prices of Distributors, either directly or via the use of third party agencies or tools. Distributors are expected to provide reasonable cooperation in any Enerlites investigations regarding possible MAP policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Enerlites MAP policy investigation is regarded as a serious violation of this MAP policy.

E-Commerce Guidelines.

Enerlites Inc has established the following E-Commerce Guidelines for Distributors that wish to sell Enerlites Products via the Internet. This includes any Distributor who uses the Internet to advertise Enerlites Products, as well as any Distributor which uses the Internet to solicit any consumer or other interest in Enerlites Products.

Those wishing to sell Enerlites products via the Internet must be an approved E-Commerce Distributor and fully comply with the E-Commerce Guidelines set forth herein.

1. An E-Commerce Dealer's website will include a fully operational shopping cart feature.

This includes providing an approved, secure consumer website for all transactions and ensuring consumer privacy and fraud protection.

2. E-Commerce Distributors must have an approved Product presentation website and consumer education information must be available for each Product listed on the website. E-commerce websites must respect Enerlites trademarks, logos, images, Product descriptions, and designs.

3. E-Commerce Distributors must have the capability for e-mail and consumer information retention, as well as the capability to distribute e-mail information to their consumer database. At Enerlites Inc.'s request, E-Commerce Distributors may cooperate with Enerlites, Inc. in direct-to-consumer e-mail promotions.

4. Without the approval of Enerlites, Inc., E-Commerce Distributors are not authorized to offer Enerlites Products for sale through any other Internet websites, including, but not limited, to auction sites such as eBay and shipping sites such as amazon.com.

5. International distribution, sales, and shipping, of MAP Products outside of the United States are not permitted unless otherwise approved in writing by Enerlites, Inc. *E-Commerce Distributors agree to do everything technically possible to not accept any Product request from outside the United States.* An E-Commerce Distributor will state on its website that is not authorized to ship Enerlites Products to addresses outside the United States.

6. E-Commerce Distributors will not sell Enerlites Products to any other retailer or distributor or to any individual or entity for resale or export. E-Commerce Distributors will not sell Enerlites Products to any individual or entity that E-Commerce Distributor believes may intend to sell such Products outside the United States.

7. E-Commerce Distributors will use their best effort to provide customer service and resolve any customer service issues in collaboration with Enerlites, Inc.

8. Without the written approval of Enerlites, an E-Commerce Distributor must not rename, reorganise or repackage any of the Enerlites products. It must not alter or change any trademarks, logos or pictures of the Enerlites products.

9. E-Commerce Distributor agrees that it neither owns nor hereby acquires any claim or right of ownership to the Enerlites products, to any Enerlites promotional material, to any related patents, copyrights, trademarks or other intellectual property belonging to Enerlites.

Any question regarding this Policy should be directed to the Sales Department at Enerlites, Inc.

This policy is subject to change at Enerlites' sole discretion, without prior notice.