



**MOVE BETTER. LIVE BETTER.**

**Active Care Products LLC (“IntelliRoll”) Minimum Advertised Price (MAP) Policy and Authorized Reseller Agreement**

***PLEASE INITIAL ALL FIELDS and SIGN at the bottom***

Active Care Products LLC (“IntelliRoll”) is a leader in orthotic foam roller products and technology. IntelliRoll values its reputation for providing high-quality products and customer experience. IntelliRoll recognizes that our Authorized Resellers invest a lot of time and resources into educating the public about IntelliRoll products, training knowledgeable staff, and providing support services. IntelliRoll is committed to supporting these efforts of our Authorized Resellers and maintaining the reputation of IntelliRoll products for quality. We want to maintain the high level of customer confidence in the quality of IntelliRoll products and the IntelliRoll brand, and to protect the investment of our quality Authorized Resellers.

1. IntelliRoll and Authorized Resellers (Herein referred to as “Parties”) agree that Authorized Reseller will purchase the Products solely from Active Care Products, LLC located in Thousand Oaks, California USA or its authorized agents. \_\_\_\_\_
  
2. Authorized Reseller is hereby authorized to distribute the Products only in the United States (the “Territory”) through Authorized Reseller’s brick and mortar and/or through the Authorized Seller’s official online retail locations (collectively the “Authorized Reseller Locations”) to consumers located in and for use only in the Territory. Upon thirty (30) days written or email notice, IntelliRoll reserves the right to restrict the sale of certain Products on a prospective basis to specific States in the Territory, in which case, the foregoing definition of Territory shall be automatically amended to exclude such State with respect to such Products. Authorized Reseller specifically agrees that, it shall not market, advertise or sell the Products:
  - a. through Amazon, eBay, Buy.com, “Flash Sales” websites or similar sites to any third party who Authorized Reseller knows or reasonably believes will sell the Products through Amazon, EBay, or Buy.com or similar eCommerce sites; \_\_\_\_\_
  - b. outside the Territory or to anyone who Authorized Reseller knows or reasonably believes will export or sell the Products outside the Territory; or \_\_\_\_\_
  - c. to any third party that IntelliRoll has indicated in writing or email are unauthorized. \_\_\_\_\_

3. IntelliRoll reserves the right at any time, to notify Authorized Reseller in writing or email to cease future sales to any specific customers and, in such event, this Agreement will be deemed amended to include such customer(s) in Section 1. In the event that Authorized Reseller knowingly sells the Products in any manner prohibited in Section 2. (each an “Unauthorized Sale”), such occurrence shall be a material breach of this Agreement and IntelliRoll shall have the right upon written or email notice to immediately terminate this Agreement. \_\_\_\_\_
4. IntelliRoll recognizes that any Authorized Reseller can make its own independent decisions to advertise and sell any IntelliRoll product at any price it chooses without consulting or advising IntelliRoll. However, IntelliRoll similarly has the right to make its own independent decisions regarding product allocations and participation of a reseller as an Authorized Reseller. \_\_\_\_\_
5. Advertising IntelliRoll products for sale at any price lower than the price listed in IntelliRoll MAP Price List will be considered a violation of this policy. A current copy of this document can be found attached to this document. \_\_\_\_\_
6. MAP prices shall be unilaterally determined by IntelliRoll and may be changed from time-to-time at IntelliRoll’s sole and exclusive discretion. Any changes in MAP Prices shall be communicated to Authorized Resellers with thirty (30) days written notice of price change in writing, by electronic transmission through email, or facsimile. \_\_\_\_\_
7. IntelliRoll reserves the right, in its unilateral discretion, to take any action with respect to any reseller that violates this Policy. This includes without limitation the right not to sell IntelliRoll products to any reseller that violates this Policy. Any reseller determined by IntelliRoll to have violated this Policy agrees to cease using IntelliRoll intellectual property on any online or written advertisement. \_\_\_\_\_
  - a. Any violation of Section 2(a) above, the Authorized Seller understands that IntelliRoll may file a complaint with eCommerce website stating that IntelliRoll’s Intellectual Property Rights, Copyrights and Trademark have been used without proper authorization. A complaint of this level may cause a reseller to lose selling privileges on such an eCommerce account. The reseller will hold harmless Active Care Products LLC, its members, investors, directors, management, employees and any associate of Active Care Products LLC from such activity. \_\_\_\_\_
8. IntelliRoll, at its sole discretion, may hire a third party to monitor and/or enforce the Policy. \_\_\_\_\_
9. If a reseller participates in online sales and the reseller has multiple seller accounts/marketplaces/web domains and violates this Policy with any account, IntelliRoll will consider this to be a violation by all of the reseller’s accounts. \_\_\_\_\_

10. Resellers remain free to establish their own resale prices, but IntelliRoll reserves the right to cancel all orders, indefinitely refuse to accept any new orders, and terminate the Authorized Reseller status of any reseller following IntelliRoll's verification that such reseller has advertised any IntelliRoll product if the reseller has violated this policy in any way. \_\_\_\_\_
11. For the purpose of this MAP Policy, any promotions, exchanges, coupons, discounts, product combination specials, internet specials or deals, and package deals shall be considered by IntelliRoll as advertising, and if such prices cause reseller's prices to be below the MAP prices published by IntelliRoll, IntelliRoll may take disciplinary action against Resellers. \_\_\_\_\_
12. IntelliRoll reserves the right to sell retail products below MAP pricing for product promotions and brand awareness. \_\_\_\_\_

### **Active Care Products LLC Authorized Reseller Requirements**

To qualify and remain an IntelliRoll Authorized Reseller, your business must adhere to these IntelliRoll Authorized Reseller Requirements at all times.

1. Maintain Current Business Information & Disclose eCommerce Accounts:

Maintain accurate and up-to-date company information with IntelliRoll and disclose all selling accounts associated with your company on all eCommerce marketplaces. \_\_\_\_\_

2. Sell to Retail Consumers Only:

Authorized Resellers may not sell in bulk to B2B accounts, wholesalers, or freight forwarders/drop shippers for other Resellers. Reseller may only sell to your end consumers only. \_\_\_\_\_

3. Ship eCommerce Orders Directly to Customers:

Authorized Reseller must sell from their brick and mortar location. The reseller may sell IntelliRoll products directly to customers from their owned and operated website if the reseller has a brick and mortar location. **Resellers may NOT use ANY Amazon (Merchant Fulfillment Network [MFN] , Fulfillment By Amazon [FBA] or Amazon Prime), eBay or any other eCommerce third-party internet sales platform for IntelliRoll products.** \_\_\_\_\_

4. Only Sell IntelliRoll Products in Original Packaging:

Reseller may not alter original IntelliRoll packaging prior to reselling. \_\_\_\_\_

5. No Bundling IntelliRoll Products Without Obtaining Permission:

Reseller must not re-SKU or bundle IntelliRoll products in your online assortments and data feeds without receiving prior written permission from IntelliRoll. \_\_\_\_\_

6. Only Purchase IntelliRoll Products Directly From Active Care Products LLC:

Reseller must not buy IntelliRoll products from other Resellers, or from other sources not explicitly endorsed and

authorized by IntelliRoll. **Reselling for purposes of resale may induce a breach of contract. Product warranties and other benefits may only apply to products sold by Authorized Resellers and may not be honored or supported for products sold online by unauthorized Resellers.** \_\_\_\_\_

Failure to comply with all of the terms in IntelliRoll Authorized Reseller Requirements will result in suspension or termination of your account. \_\_\_\_\_

**An Authorized Agent of Company Represented in the above Application must sign this document.**

I hereby authorize Active Care Products LLC to contact and assess all references listed above. I certify that all the information submitted by me on this application is true and complete to the best of my knowledge. I understand that if any false information, omissions, or misrepresentations are discovered, my application may be rejected.

As an Authorized Representative of the applicant above, I have read and understand – and hereby agree to abide by the **MAP Policy, and adhere to Authorized Reseller Agreement & Requirements.**

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Witnessed By:**

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_