

MAP Policy

In order to preserve its reputation for providing customers with high value products and strong after-sales support, and to further enhance the Jelique Products Inc. brand image and its competitiveness in the marketplace, Jelique is unilaterally instituting a policy of minimum advertised price standards for Jelique products. This Minimum Advertised Pricing Policy (“MAP Policy”) will become effective February 28, 2013 and will apply to distributors and retailers, including internet retailers (collectively “Resellers”), who resell Jelique products to end users located in the United States.

This MAP Policy has been established by Jelique to help ensure the legacy of Jelique as a manufacturer and distributor of quality lotions, enhancers, toy cleaner and sex attractants for the adult industry. The MAP Policy is also designed to ensure Resellers have the incentive to invest resources into services for Jelique customers.

Guidelines related to this MAP Policy are as follows:

1. The MAP Policy will be enforced by Jelique Products Inc. in its sole discretion.
2. Jelique will maintain an updated “MAP Products” list of those products that will fall under this MAP Policy, attached hereto as Schedule “A”. Jelique reserves the right to update or modify Schedule “A” at any time.
3. MAP 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 by the Reseller. Jelique Resellers remain free to sell these products at any prices it elects, but Jelique has provided a suggested retail price of its products in Schedule “A”.
4. MAP does not establish maximum advertised prices. All Resellers may advertise Jelique products at any price in excess of the MAP established for such product.
5. All Products listed in Schedule “A” have a MAP retail price. Listing a price other than the MAP retail price next to the featured MAP Product in any advertising will be viewed as a violation of this MAP Policy. This MAP Policy applies to all advertisements of MAP Products in any and all media, including, without limitation to, [flyers, posters, coupons, mailers, inserts, newspapers, magazines catalogs, mail order catalogs, internet or similar electronic media including websites, internet auctions, forums, email newsletters, email solicitations, television, radio, and public signage.] [Such website features as “Click for price”, automated “bounce – back” pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer’s shopping cart, and other similar features are considered to be communications initiated by the Reseller (rather than by the customer) and this constitutes “advertising” under this MAP Policy.] This MAP Policy also applies to any activity which Jelique determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for ‘group purchases’ and the like.

6. It shall not be a violation of this MAP Policy to advertise in general that the Reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the Reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.
7. From time to time, Jelique may permit Resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, Jelique reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all Resellers of such changes.
8. Where Jelique products are bundled with or sold as part of a package that includes other products (whether or not manufactured by Jelique), it shall be a violation of this MAP Policy to sell or advertise the bundle (or package) at a price that: (a) is lower than the total MAP of the Jelique product or (b) violates the letter or spirit of the MAP Policy.
9. It shall be a violation of this MAP Policy to include in any advertising for Jelique Products any additional discount, coupon, gift card, or incentive (whether in the form of a special event, promotion, term of doing business or otherwise) that translates into an immediate price reduction, where the cumulative effect would be to reduce the advertised price of any MAP Product below MAP.
10. If a Reseller with multiple store locations violates this MAP Policy at any particular store location, then Jelique will consider this to be a violation by all of the Reseller’s locations.
11. Although Resellers remain free to establish its own resale prices, Jelique reserves the right to cancel all orders and indefinitely refuse to accept any new orders from any Reseller following Jelique’s verification that such Reseller has advertised any MAP Products at a net retail sales price less than the then-current MAP retail price established by Jelique, or if the Reseller has violated this policy in any other way.
12. Intentional and/or repeated failure to abide by this MAP Policy will result in termination of dealership or distributorship of Jelique products. Jelique does not intend to do business with Resellers who degrade the image of Jelique and its products. Jelique will not provide prior notice or issue warnings before taking any action under this policy.
13. Distributors of Jelique products shall supply a copy of this MAP Policy and Schedule “A” to any new or existing Reseller in its records.

Schedule "A"

Product	Suggested Retail Price	MAP
Nipple Nibblers® 2oz Jar	\$9.95	\$5.20
Sample jar of Nipple Nibblers®	\$2.95	\$2.50
Nipple Nibblers® stick	\$3.00	\$2.65
1.5 oz Tube Tasty Twist®	\$15.95	\$8.40
Tasty Twist® 3ml Foil Packet	\$1.15	\$0.75
1.5 oz Tube Nympho's Desire®	\$12.95	\$8.00
Nympho's Desire® 3ml Foil Packet	\$1.00	\$0.65
Pure Instinct® Cologne 15ml	\$19.95	\$9.50
Pure Instinct® Cologne Roll-On 10.2ml	\$17.95	\$8.80
4 oz Bottle Mighty Tidy Toy Cleaner®	\$7.95	\$4.65
8 oz Bottle Mighty Tidy Toy Cleaner®	\$9.95	\$6.00
Pure Instinct® Foil Packet wipe .75ml	\$1.50	\$1.00