

WFH PARIS, INC

MINIMUM ADVERTISED PRICING POLICY

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WFH PARIS, Inc (“Company”) is unilaterally instituting a Minimum Advertised Pricing Policy (“MAP Policy”) for Company products (“Products”) in order to (1) give distributors, drop shippers, and retailers who resell Products to customers of Company (collectively, “Resellers,” and each a “Reseller”) sufficient margins to provide customers of Company the high-quality service and support central to the business and distribution strategy of Company; (2) to avoid destructive intra-brand conflict between Resellers; and (3) to protect the brand image and reputation of Company. This MAP Policy shall be effective as of the Effective Date and shall apply to all Resellers.

Company greatly values the efforts of Resellers to distribute Products and support customers of Company. This MAP Policy is instituted by Company for the benefit of all Resellers and will be uniformly enforced. Company shall unilaterally execute this MAP Policy under the following guidelines:

1. DEFINITIONS

1.1 COMPANY

“Company” means WFH PARIS, Inc.

1.2 EFFECTIVE DATE

“Effective Date” means May 13, 2013.

1.3 MAP POLICY

“MAP Policy” means this Minimum Advertised Pricing Policy, as originally and unilaterally instituted by Company and as it may be amended, restated, updated, or otherwise modified from time to time in the sole discretion of Company.

1.4 MSRP

“MSRP” means manufacturer’s suggested retail price.

1.5 MSRP SCHEDULE

“MSRP Schedule” means the Schedule of Manufacturer’s Suggested Retail Prices attached to this MAP Policy as Exhibit A. The MSRP Schedule may identify the effective date of the MSRP Schedule, the Products within the scope of the MSRP Schedule, and the MSRP for such Products. The MSRP Schedule may be amended, restated, updated, or otherwise modified from time to time in the sole discretion of Company.

1.6 NON-COMPLIANCE

“Non-Compliance” means non-compliance with this MAP Policy.

1.7 NOTICE

“Notice” means a notice, request, demand, or other communication under this Map Policy. Notices shall be in writing and shall be deemed to have been duly given (1) on the date of service if served personally on the Party to whom Notice is to be given; (2) when dispatched if by email; or (3) the lesser of (a) four (4) days after dispatch; or (b) upon receipt if by first-class mail, registered or certified, postage

prepaid, and properly addressed to the Party to whom Notice is to be given. Any correctly addressed Notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified will be deemed effective as of the first date that the Notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

1.8 PRODUCTS

“Products” means products of Company.

1.9 RESELLERS

“Resellers” means distributors, drop shippers, and retailers who resell Products to customers of Company.

2. SCOPE OF MAP POLICY

This MAP Policy applies to all advertisements of Products listed on the MSRP Schedule in any and all media and formats whether now known or hereafter devised, including, but not limited to, Internet or similar electronic media (*e.g.*, Internet sites and auctions, social media sites, social networking sites, applications and software for devices, etc.), e-mail newsletters, e-mail solicitation, television, radio, public signage, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, and mail order catalogs. This MAP Policy does not apply to (1) the price at which Products are actually sold or offered for sale; Resellers are free to sell Products at any price they choose; (2) pricing associated with an intent to purchase (*e.g.*, when a customer adds a Product to a shopping cart, or statements such as “add to basket to see price,” “we will match any price,” “call for price,” or phrases of similar import); (3) discounts applied at checkout to a customer’s entire order based on the customer’s purchasing history with Reseller (*e.g.*, discounts for “frequent shoppers”); (4) in-store advertising that is displayed only in the store and not distributed to any end-user; and (5) Products not listed on the MSRP Schedule.

3. UNILATERAL DISCRETION AND AUTHORITY

Company shall, at all times, act unilaterally and within Company’s sole discretion when executing this MAP Policy. Company shall not solicit, consider, or agree to any recommendation, request, or demand of any other person or entity, including, but not limited to, any Resellers. All matters of interpretation and application of the policies or terms of this MAP Policy and all matters concerning enforcement of this MAP Policy shall remain with the sole, unilateral authority of Company.

4. AUTHORIZED REPRESENTATIVES

This MAP Policy is within Company’s sole discretion and sole authority acting through the duly authorized officers of Company. No other employee, independent contractor, representative, agent, or person has any authority to discuss, modify, or grant exceptions to this MAP Policy. Any representation or action by any employee, independent contractor, representative, agent, or persons not specifically authorized to discuss, modify, or grant exceptions to this MAP Policy under this Section 4 of this MAP Policy is unauthorized and invalid.

5. EQUAL TREATMENT FOR ALL RESELLERS

Company shall treat all Resellers equally when unilaterally executing this MAP Policy.

6. MINIMUM ADVERTISED PRICING

Company shall, from time to time in its sole discretion, give Resellers an MSRP Schedule. Each advertisement of a Product identified in the MSRP Schedule that is more than 0% below the MSRP shall be in Non-Compliance. Products not specifically identified in the MSRP Schedule are not subject to this MAP Policy. The initial MSRP Schedule is attached to this MAP Policy as Exhibit A.

7. FREE OR DISCOUNTED PRODUCTS

The advertising of free or discounted Products included in the MSRP Schedule shall be in Non-Compliance if it has the effect of discounting the advertised price of the covered Product more than 0% below the MSRP. If pricing is displayed, any strike-through or other alteration of the MSRP that is paired with a discount price more than 0% below the MSRP is prohibited. Discounts applied at checkout to the entire order based on a customer's purchasing history with Reseller, such as discounts for "frequent shoppers," are in compliance with this MAP Policy.

8. INTERNET SITES

Pricing listed on an Internet site is considered an "advertised price" and is within the scope of this MAP Policy. Once the pricing is associated with an intent to purchase, such as adding the Product to a shopping cart, the price becomes the selling price and is no longer within the scope of this MAP Policy. Statements such as "add to basket to see price," "we will match any price," "call for price," or phrases of similar import are in compliance with this MAP Policy as long as the price advertised or listed for the Products is not more than 0% below the MSRP. Discounts applied at checkout to the entire order based on a customer's purchasing history with Reseller, such as discounts for "frequent shoppers," are in compliance with this MAP Policy.

9. INTERNET AUCTIONS

Internet auctions may not display, have reserved bid, or otherwise list advertised prices more than 0% below the MSRP.

10. NON-COMPLIANCE

Company shall give Notice of Non-Compliance to Reseller. Reseller shall have forty-eight (48) hours after such Notice of Non-Compliance to cure Reseller's Non-Compliance. If Reseller does not cure Reseller's Non-Compliance within forty-eight (48) hours after such Notice of Non-Compliance, Company shall give a second Notice of Non-Compliance to Reseller. Reseller shall have twenty-four (24) hours after the second Notice of Non-Compliance to cure Reseller's Non-Compliance. If Reseller does not cure Reseller's Non-Compliance within twenty-four (24) hours after the second Notice of Non-Compliance, Company shall unilaterally and indefinitely terminate Reseller's account and contract with Company. Reseller may cure Reseller's Non-Compliance only for Reseller's first two offenses. On Reseller's third offense, Company shall unilaterally and indefinitely terminate Reseller's account and contract with Company, even if Reseller cured Reseller's Non-Compliance for the previous two offenses. Company shall treat all Resellers equally under this Section 10 of this MAP Policy.

11. NO AGREEMENT INTENDED

This MAP Policy shall not constitute or be construed as an agreement between Company and any or all Resellers. Company does not intend to create for Company or any other person or entity, including Resellers, any legally binding obligation or liability. No subsequent oral agreement or conduct of Company or Resellers, including partial performance, shall be deemed to impose such obligation or liability.

12. CONTACT

All questions about this MAP Policy should be in writing and either: (1) mailed, in accordance with Section 1.7 of this MAP Policy, to MAP Policy Administrator, WFH PARIS, Inc, 1501 Broadway, 12th Floor, 10036, New York, New York, United States of America; or (2) emailed to map-policy@wetforher.com. The Map Policy Administrator shall respond only in writing. No oral communications about this MAP Policy are authorized.

13. ENTIRE POLICY

This MAP Policy contains the entire policy of Company pertaining to the minimum advertised pricing of Products. This MAP Policy supersedes any and all other policies of Company, either oral or in writing, pertaining to the minimum advertised pricing of Products.

14. MODIFICATION

Company may amend, restate, update, suspend, or otherwise modify this MAP Policy at any time in its sole discretion. Company shall give Notice to Resellers of such amendment, restatement, update, suspension, or otherwise modification.

15. HEADINGS

Headings in this MAP Policy are for convenience and reference only. The words in the headings in no way explain, modify, amplify, or interpret this MAP Policy.

16. WORD USAGE

Unless the context clearly requires otherwise, (1) the plural and singular numbers are each deemed to include the other; (2) the masculine, feminine, and neuter genders are each deemed to include the others; (3) “shall,” “will,” or “agrees” are mandatory, and “may” is permissive; (4) “or” is not exclusive; and (5) “includes” and “including” are not limiting.

17. GOVERNING LAW

This MAP Policy shall be deemed to have been executed in New York, and all questions of the validity, interpretation, or performance of any of its policies, terms, or of any rights or obligations of Company or Resellers, if any, shall be governed by New York law without regard to conflict of laws principles. This MAP Policy shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

18. FORUM SELECTION

Any legal action, court proceeding, or arbitration, to construe or enforce this MAP Policy or otherwise to resolve any dispute between Company and Resellers based on this MAP Policy, shall be commenced and maintained in an appropriate court or other forum in New York City, New York.

EXHIBIT A
MSRP SCHEDULE

WET FOR HER MSRP MAY 2013

PRODUCT	SKU	Toy Color	DESCRIPTION	UPC	MSRP LOW
TWO	WFH200B0	Black	Silicone g-spot finger extender. The Wet For Her original.	0793573979247	\$39.00
	WFH200V0	Violet		798304168822	
	WFH200R0	Rose		798304168754	
FOUR	WFH400B0	Black	Silicone Dual-Dildo with removable 3 speed bullet	793573900906	\$99.95
	WFH400V0	Violet		798304168761	
	WFH400R0	Rose		798304168778	
FIVE Small	WFH528B0	Black	Classic harness-compatible dildo. About 1.1" diameter.	798304168631	\$44.95
	WFH528V0	Violet		798304168648	
	WFH528R0	Rose		798304168655	
FIVE Medium	WFH535B0	Black	Classic harness-compatible dildo. About 1.3" diameter.	798304168709	\$49.95
	WFH535V0	Violet		798304168716	
	WFH535R0	Rose		798304173024	
FIVE Large	WFH538B0	Black	Classic harness-compatible dildo. About 1.5" diameter.	700112200823	\$59.95
	WFH538V0	Violet		700112200830	
	WFH538R0	Rose		700112200847	
TOMBOI Partner Pack Toy Five Small	WFH28B2S	Black	SpareParts TOMBOI Harness RED/BLACK with WET FOR HER toy Five Black Small Size	700112200342	\$109.95
	WFH28BXS	Black		700112200359	
	WFH28BTS	Black		700112200366	
	WFH28BTM	Black		700112200373	
	WFH28BTL	Black		700112200380	
	WFH28BXL	Black		700112200397	
	WFH28B2X	Black		700112200403	
	WFH28B3X	Black		700112200410	
TOMBOI Partner Pack Toy Five Medium	WFH35B2S	Black	SpareParts TOMBOI Harness RED/BLACK with WET FOR HER toy Five Black Medium Size	700112200441	\$109.95
	WFH35BXS	Black		700112200458	
	WFH35BTS	Black		700112200465	
	WFH35BTM	Black		700112200472	
	WFH35BTL	Black		700112200489	
	WFH35BXL	Black		700112200496	
	WFH35B2X	Black		700112200502	
	WFH35B3X	Black		700112200519	
TOMBOI Partner Pack Toy Five Large	WFH38B2S	Black	SpareParts TOMBOI Harness RED/BLACK with WET FOR HER toy Five Black Large Size	700112200540	\$109.95
	WFH38BXS	Black		700112200557	
	WFH38BTS	Black		700112200564	
	WFH38BTM	Black		700112200571	
	WFH38BTL	Black		700112200588	
	WFH38BXL	Black		700112200595	
	WFH38B2X	Black		700112200601	
	WFH38B3X	Black		700112200618	
THEO Partner Pack Size A Toy Five Small	WFH28BTA	Black	SpareParts THEO Harness BLACK Size A with WET FOR HER toy Five Small any color	700112200649	\$139.95
	WFH28VTA	Violet		700112200656	
	WFH28RTA	Rose		700112200663	
THEO Partner Pack Size A Toy Five Medium	WFH35BTA	Black	SpareParts THEO Harness BLACK Size A with WET FOR HER toy Five Medium any color	700112200670	\$139.95
	WFH35VTA	Violet		700112200687	
	WFH35RTA	Rose		700112200694	
THEO Partner Pack Size A Toy Five Large	WFH38BTA	Black	SpareParts THEO Harness BLACK Size A with WET FOR HER toy Five Large any color	700112200700	\$139.95
	WFH38VTA	Violet		700112200717	
	WFH38RTA	Rose		700112200724	
THEO Partner Pack Size B Toy Five Small	WFH28BTB	Black	SpareParts THEO Harness BLACK Size B with WET FOR HER toy Five Small any color	700112200731	\$139.95
	WFH28VTB	Violet		700112200748	
	WFH28RTB	Rose		700112200755	
THEO Partner Pack Size B Toy Five Medium	WFH35BTB	Black	SpareParts THEO Harness BLACK Size B with WET FOR HER toy Five Medium any color	700112200762	\$139.95
	WFH35VTB	Violet		700112200779	
	WFH35RTB	Rose		700112200786	
THEO Partner Pack Size B Toy Five Large	WFH38BTB	Black	SpareParts THEO Harness BLACK Size B with WET FOR HER toy Five Large any color	700112200793	\$139.95
	WFH38VTB	Violet		700112200809	
	WFH38RTB	Rose		700112200816	
Be Wet	WFHLUB04	4oz	Water-based, body-safe lubrication.	716222555500	\$14.95