



COMPASS HEALTH BRANDS®

# ADVERTISING POLICY AND GUIDELINES

Revised as of February 5, 2019

Compass Health Brands, Corp. (“Compass Health”) has adopted this Minimum Advertised Price Policy (“MAP Policy”) because advertising plays a critical role in establishing the superior image and reputation for quality of the Compass Health branded products, including StrengthTape®, TheraMED® Professional and InTENSity™ branded products, which it designates as the “Branded Products”. Compass Health believes that purchasers rely on advertising to establish the perceived value of the Branded Products they purchase. This MAP Policy is designed to ensure the maintenance of Compass Health’s reputation in the marketplace for superior, high-quality, products, and to promote and enhance the premium brand prestige and image of the Branded Products against competing brands while restricting free-riding by Internet and other resellers on the sales and service efforts of our valued resellers with bricks-and-mortar stores and with distributors and other resellers who provide value-added customer services, and to encourage and assist the promotional efforts of its resellers in the sale of the Branded Products.

This Policy has also been implemented to license and enhance the value of the copyrights, copyrighted images and graphics and trademarks, logos and trade names of the Branded Products (the “Intellectual Property”) provided by Compass Health which shall be used by resellers in the advertising of the Branded Products.

## POLICY COVERAGE

This MAP policy applies to all resellers of the Branded Products who are selling, either online, by catalog, direct sales or in brick-and-mortar retail outlets, to end-users or to other resellers in their advertising and promotional efforts. A reseller’s choice to advertise and sell any of the Branded Products constitutes acknowledgment of this policy.

## PRODUCTS COVERED BY THE MAP POLICY

This MAP policy applies to the designated Compass Health, as disclosed in the attached list (“Attachment A”) at the end of this policy statement and/or in our product catalog or on our website: [www.compasshealthbrands.com/b2b](http://www.compasshealthbrands.com/b2b) (formerly [www.roscoemedical.com](http://www.roscoemedical.com)).

## RESTRICTIONS ON USE OF INTELLECTUAL PROPERTY

Compass Health reserves the right to limit or refuse to permit the use of its Intellectual Property, which includes the name and mark “StrengthTape”, the name and mark “InTENSity” and the name and mark “TheraMED”. No reseller may register or seek to register any domain names incorporating Compass Health’s trademarks or trade names, or any variant thereof, with Network Solutions, Inc. or any other Internet domain name registration service throughout the world. No reseller may incorporate in whole or part any Compass Health trademark or trade names, or any variant thereof, in its corporate or business name or in its trademarks, trade names or logos. Any use of the Intellectual Property in a reseller’s advertising must be in compliant with this MAP Policy.



## **ADVERTISING MEDIA REQUIREMENTS AND EXCEPTIONS**

Any reseller's advertising showing the Branded Products may not advertise below (but may advertise above) the minimum advertised prices published by Compass Health for such products. Advertising includes, but is not limited to, Internet search engines, pay-per-client (PPC) advertising, email or text marketing, online display advertising, social media marketing, search engine optimization (including page titles and descriptions), shopping feed and comparison shopping engine advertising, affiliate marketing, print advertising, radio advertising, TV advertising, billboard and public signage, catalogs, and direct mail marketing. This MAP Policy applies only to advertised prices, and not the prices at which the Branded Products are actually sold by resellers. While Compass Health reserves the right by this policy unilaterally to provide guidelines on what minimum advertised prices may appear in any advertising for its products, each reseller is free to determine if it will comply with the MAP Policy. The potential consequences of a reseller's failure to do so are discussed below. Regardless, a reseller is free to actually sell the Branded Products at any resale price it chooses without regard to this MAP Policy. This MAP Policy does not restrict in-store advertising or merchandising of a bricks-and-mortar reseller such as point-of-sale materials, in-store banners, shelf-talkers, pricing tags, ceiling hangers, price stickers, end-cap displays and window displays. Further, the MAP Policy does not restrict online promotional activity which discloses the actual selling price by means of coupons, by instructing the customer to "call for price" (including using a toll free number), or to "email or text for price" (when a customer initiates an actual email exchange with the reseller), or by offering a discount which only appears in the shopping cart at check-out or shopping cart pages of a website.

## **MINIMUM ADVERTISED PRICES**

Minimum Advertised Prices ("MAP prices") for the Branded Products are published on Compass Health's website. It is a reseller's responsibility to adhere to this MAP Policy to monitor its own advertising compliance. Using outdated MAP prices in advertising will violate the MAP Policy if the prices are less than the current MAP prices.

Compass Health reserves the right to periodically change its MAP prices, in its discretion, without written notice to resellers. While Compass Health may, in its discretion, send e-mail notification of changes in MAP prices, resellers still have the responsibility to keep up-to-date with the currently effective MAP prices on Compass Health's website.

## **MAP POLICY VIOLATIONS**

It is a violation of the MAP Policy for a reseller to directly or indirectly advertise a Branded Product at a price below the MAP price or to suggest that a covered product is being promoted at a price less than the MAP price, except as permitted by the MAP Policy.

In the event of any violation of this Policy by a reseller, Compass Health may choose, at its sole option, to send a notice of violation and thereafter cease supplying the Branded Products to that reseller. Alternatively, Compass Health may choose, at its sole discretion, to cease supplying the Branded Products to the violating reseller at any time without written notice. Compass Health reserves the absolute unilateral right to select and choose the resellers with which it will do business and the right to reject any purchase order from any reseller at any time for any or no reason.



### **CHANGES TO MAP POLICY**

Compass Health reserves the unilateral right to periodically change the terms of this policy and will post on [www.compasshealthbrands.com/b2b](http://www.compasshealthbrands.com/b2b) (formerly [www.roscoemedical.com](http://www.roscoemedical.com)) notification of any such changes with an effective date for same. This MAP Policy is unilateral on the part of Compass Health which means that it is one-sided and independent on the part of Compass Health and that there is and will be no agreement between a reseller and Compass Health with regard to it.

### **Compass Health CONTACT INFORMATION:**

The Compass Health MAP Policy Administrator is the only Compass Health Representative authorized by Compass Health to discuss or answer questions regarding the MAP Policy. Compass Health employees, salespeople, representatives and distributors are not authorized to discuss the resale pricing practices of resellers, or to discuss, modify or grant exceptions to this MAP Policy or to discuss with any resellers the advertising or sales practices of other resellers. Compass Health does not solicit, demand or accept any assurances of compliance from a reseller with this MAP policy.

Any questions or comments concerning the MAP Policy must be addressed in writing to:

Compass Health Brands  
Attn: MAP Policy Administrator  
6753 Engle Road  
Middleburg Heights, Ohio 44130  
Email: [map.policy@compasshealthbrands.com](mailto:map.policy@compasshealthbrands.com)



COMPASS HEALTH BRANDS

# MAP PRICE SCHEDULE

Attachment A – Revised as of February 5, 2019

This list of products and prices are subject to periodic change by Compass Health at its discretion.

SKU	Description	MAP Price
<b>Clinical Electrotherapy Devices &amp; Accessories</b>		
DQ7000	TheraTouch® EX4 without Cart	\$1,895.00
DQ7001	TheraTouch® EX4 w/ Cart	\$2,395.00
DQ8000	TheraTouch® CX4 without Cart	\$2,795.00
DQ8001	TheraTouch® CX4 w/ Cart	\$3,295.00
DQCART	TheraTouch® Therapy Cart	\$595.00
DQLLLT	TheraTouch LX2 Laser Light Device with cluster no cart	\$3,495.00
DQLLT-CA	Theratouch LX2 Laser Cluster Only	\$1,995.00
DQLLT-SA	Theratouch LX2 Laser Single Diode Only	\$995.00
DQSWD2	TheraTouch® DX2 Shortwave Diathermy	\$7,495.00
410-010	Winner EVO CM2, 2 Channel Combo	\$2,595.00
410-012	Winner EVO CM4, 4 Channel Combo	\$2,995.00
410-012PK	Winner EVO CM4 PKG - Unit, Cart, and Accessories	\$3,295.00
410-014	Winner EVO ST2, 2 Channel Electro	\$1,795.00
410-016	Winner EVO ST4, 4 Channel Electro, no cart	\$2,195.00
DQ8450	Quattro 2.5 Professional Electrotherapy Device	\$599.95
DQ9275	Soundcare Plus Professional Ultrasound Device	\$799.95
DQ7844	ComboCare Professional E-Stim & Ultrasound Device	\$999.95
410-200	Autosound Applicator	\$750.00
410-040	StoreMore Therapy Cart	\$450.00
LCS450	LaserPrism Cordless	\$2,495.00
LCT450	LaserPrism Tethered 450 mW	\$2,495.00
RM01009AT	Hivamat 200 Portable, Athletic	\$5,500.00
RM01009PT	Hivamat 200 Portable, Rehab	\$5,500.00
RM01009DC	Hivamat 200 Portable, Chiropractic	\$5,500.00
RM02037	Hivamat 200 Evident	\$9,995.00
	Hivamat 200 Evident with Trolley	\$11,650.00

SKU	Description	MAP Price
<b>Heat Therapy</b>		
HT-R12-SR	Hydratherm Heater, Standard Traditional Rack, No Packs	\$1,895.00
HT-R12-DR	Hydratherm Heater, Deluxe Traditional Rack, No Packs	\$2,295.00
<b>Electrodes</b>		
400-872-MIC	MicroBlock Antimicrobial Electrodes, 2" Round White Cloth	\$29.99
400-877-MIC	MicroBlock Antimicrobial Electrodes, 2" x 2" Square White Cloth	\$29.99
400-879-MIC	MicroBlock Antimicrobial Electrodes, 2" x 3.5" Rectangle White Cloth	\$59.99
400-881-MIC	MicroBlock Antimicrobial Electrodes, 3" Round White Cloth	\$59.99
400-852-MIC	MicroBlock Antimicrobial Electrodes, 3" x 5" White Cloth	\$59.99
<b>Portable Devices &amp; Accessories</b>		
DI1212	InTENSity 12	\$59.95
DI2195	InTENSity Select Combo II	\$119.95
DI2717	InTENSity Twin Stim IV	\$69.95
DI2738	InTENSity IF Combo II	\$109.95
DU6012	UltraTENS II - Ultrasound and TENS Combo	\$199.95
DU3035	US Pro 2000 2nd Edition - Ultrasound	\$149.95
<b>Kinesiology Tape</b>		
6305-35UN	StrengthTape 35M Roll, Black	\$59.95
6310-35UN	StrengthTape 35M Roll, Beige	\$59.95
6320-35UN	StrengthTape 35M Roll, Red	\$59.95
6380-35UN	StrengthTape 35M Roll, Royal Blue	\$59.95