

**SQUIP, INC.**  
**MINIMUM ADVERTISED PRICE POLICY**

**Effective: September 30, 2010**

Squip, Inc. (Squip) has unilaterally adopted a minimum advertised price policy (MAP Policy), applicable to all Squip's distributors, wholesalers, and re-sellers (collectively, the Re-sellers) as of September 30, 2010, for all products manufactured and sold under the Squip brand. The MAP Policy is being implemented to 1) help insure the long-term premium positioning of the Squip, Inc. brand and to 2) protect the investment of the Re-sellers that provide valuable education, sales and product assistance and support to their customers.

The MAP Policy adopted by Squip shall apply equally to all Re-sellers, including distributors, wholesalers and retailers (including catalogs and internet retailers), who resell Squip products to end users located in the United States or to any person(s) or entity which advertises or otherwise promotes these products. Re-sellers are free to establish their own advertised and resale prices. However, Squip will, without assuming any liability, unilaterally impose sanctions as described in this policy against Re-sellers who advertise applicable Squip products at net prices below those specified herein. Squip will not discuss any conditions of acceptance to this suggested MAP Policy as it is non-negotiable, and will not be altered for any Re-seller. Squip neither solicits, nor will it accept, any assurance of compliance with this suggested MAP Policy. Nothing in this suggested MAP Policy or in any other contract or agreement with Squip shall constitute an agreement between Squip and the Re-seller that the Re-seller will comply with this MAP Policy. It is entirely within the discretion of the Re-seller whether to comply or not comply.

The MAP Policy shall work under the following guidelines:

1. The MAP Policy shall apply to all Squip products listed in the MAP listing at the end of this document. The suggested MAP policy for all Squip products shall be listed on each Squip price sheet for distributors, wholesalers and re-sellers. MAP pricing is established by Squip and may be adjusted by Squip at its sole discretion.
2. The MAP Policy applies to all advertisements of Squip in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media including websites, e-mail newsletters, e-mail solicitations, television, radio, and public signage. The MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer. In-store displays, point of sale signs, hangtags, or bar codes or similar marks on products or product packaging which merely state the price are not considered "advertising" for the purposes of this MAP Policy. In that regard, this MAP Policy does not apply to the actual sales price on any "check-out" page of any Re-seller's website or related internet site (typically the page at which the end user finally purchases the product). This MAP Policy does apply to any other page(s) on the Re-seller's website.

3. The MAP Policy provides that there will be no strike-throughs or other alteration of advertised prices.
4. The MAP Policy only sets forth suggested advertised prices and does not apply to the price at which the products are sold or offered for sale to an individual customer within the Re-sellers retail location or over the telephone.
5. The MAP Policy does not establish suggested maximum advertised or resale prices.
6. The MAP Policy does not apply to advertising by Re-sellers that “they have the lowest prices” or, they “will meet or beat any competitor’s price”, that consumers should “call for a price” or phrases of similar import as long as the price advertised or listed for the product is not less than the suggested MAP.
7. In cases of non-compliance with the MAP Policy, Re-sellers will be allowed twenty-four (24) hours to bring advertising into compliance or Squip and its distribution partners will cease supplying products to the Re-seller. Squip will not provide prior notice or issue warning before taking action under this policy.
8. This MAP Policy is solely Squip’s decision and responsibility. No employee or sales representative of Squip, its distributors, wholesalers, or re-sellers has any authority to modify this policy and any action of any person, which claims to modify this policy or to solicit or obtain the agreement of any person to the policy, is unauthorized and invalid. Any questions about this policy should be in writing and directed to Hans Kahlau, President, Squip, Inc., PO Box 556, Lebanon, NJ 08833, hans@squipusa.com, who will respond only in writing. The foregoing MAP Policy and any MAP product listing are subject to modification or discontinuance by Squip at its sole and absolute discretion, at any time. Any action taken by Squip under this policy shall be without liability to Squip.
9. Distributors of Squip products will supply a copy of the Squip MINIMUM ADVERTISED PRICE POLICY to any new or existing retail and E-commerce Re-seller.
10. Squip reserves the right at any time to modify, suspend, or discontinue the MAP policy in whole or in part or designate promotional periods during which the terms of the policy change or designate periods of time during which the policy is not applicable. Policy modifications shall be made available on the Squip website at <http://www.squipusa.com/map.php>, or by calling Squip directly at 908.534.1101.

**Squip’s Minimum Advertised Price (MAP) is set at no lower than 10% below Squip’s Suggested Retail Price (SRP).**