

Minimum Advertised Pricing Policy/Agreement

NEUTRAL POSTURE, INC. (NPI) actively supports the advertising and promotion of its products by its domestic dealers and sales representatives through materials provided by NPI at no or nominal cost.

Effective August 1, 2010, a **NEW** Minimum Advertised Price (MAP) on all NPI products will be in effect. This policy applies only to U.S. and Canadian dealers and sales representatives. We have implemented this MAP policy to preserve our strong reputation for providing customers with high value products and valued after sales support. We greatly appreciate the efforts of all resellers to distribute our products and support their customers.

The MAP policy shall work under the following guidelines:

1. The MAP for all NPI products shall be no more than **40%** less than the published list price provided in the Neutral Posture Retail Price Book. MAP pricing is established by NPI and may be adjusted by NPI at its sole discretion.
2. The MAP policy applies to all advertisements of NPI products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email news letters, email solicitations, Internet or similar electronic media, 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(s).
3. The inclusion in advertising of free or discounted products (whether made by NPI or another manufacturer) with a product covered by the MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP.
4. If pricing is displayed, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
5. 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 within the dealer's retail location or over the telephone. NPI dealers and sales representatives remain free to sell these products at any prices they choose.
6. MAP does not establish maximum advertised prices. All dealers and sales representatives may offer NPI products at any price in excess of the MAP. Internet auctions may not display or have reserved bid or other acceptable prices below the MAP price.
7. NPI's MAP policy does not in any way limit the ability of any dealer to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price", that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for the products is not less than MAP.
8. Dealer agrees to hold all trademarks of Neutral Posture as the property of Neutral Posture and use advertising materials provided by Neutral Posture in an authorized manner only.
9. Intentional or repeated failure to abide by this policy will result in termination of dealership or sales representatives. NPI does not intend to do business with dealers or sales representatives who degrade the image of NPI and its products. NPI will not provide prior notice or issue warnings before taking any action under this policy.

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This MAP policy has been established by NPI to help ensure the legacy of NPI as a top producer of high performance, high quality, ergonomic seating products and accessories and to protect the reputation of its name and products. The MAP policy is also designed to ensure dealers and sales representatives have the incentive to invest resources into services for NPI customers. Please indicate your understanding of this policy and your willingness to abide by its terms and conditions by signing and listing the name of your company below. Sales representatives of NPI products will supply a copy of the NPI MAP policy to any new or existing reseller to be filled out, acknowledged and returned to NPI. This form shall be signed and returned to NPI and in doing so, will bind the reseller to abide by the MAP and reseller requirements spelled out in this document.

Agreed to by:

Dealership name: _____

Dear Principal name printed: _____

Dealer Principal Signature: _____ Date: _____

Dealer Address: _____

NP Customer Number: _____ Phone: _____

Email: _____

Website URL: _____