



Minimum Advertised Price Policy (MAP)

Nuheara unilaterally adopted this Policy on January 1, 2017, applicable to all sales to Nuheara Customers located in the United States and Canada with respect to each of the designated product series and corresponding models. Products covered by this Policy and the designated Minimum Advertised Price are established in MAP "Schedule A."

All Nuheara customers are free to sell Nuheara products at prices the Customer determines to be appropriate. However, as to MAP designated products, if that price is below the Minimum Advertised Price established by Nuheara, the terms of the Nuheara Minimum Advertised Price Policy will apply.

The Policy

Each Nuheara Customer remains free to establish its own resale prices. However, Nuheara will, without assuming any liability, cancel all orders and refuse to accept any new orders from any Customer for a MAP Product immediately following verification by Nuheara to its satisfaction that the Customer has advertised, promoted, offered, or sold the MAP Product at a net price less than the Minimum Advertised Price established by Nuheara.

Products and Prices

Products covered by this Policy for MAP Products are established on select Nuheara products as set forth on "Schedule A" attached hereto. This Policy and its Schedules are subject to change at any time by Nuheara. The Customer will receive at least 30 days notice of any change to the MAP, Price Sheets and/or additional product additions or deletions.

Distributors will be required to notify their customers of this policy and, when notified of a violation by Nuheara, immediately discontinue providing product to those customers. Failure to eliminate the flow of product to those customers will result in the termination of that distributor.

Unilateral Decision

Each Nuheara Customer is free to independently decide whether or not to follow this Policy. Nuheara does not ask for, nor will it accept, any assurance of compliance or agreement from a Customer regarding this Policy, nor will Nuheara discuss any conditions on acceptance related to this Policy. Notwithstanding anything to the

contrary which may be expressed or implied in or by one or more agreements between the Customer and Nuheara (including without limitation any Nuheara agreement), nothing in those agreements shall constitute an agreement by the Customer to comply with the Policy. Honoring the Policy by selling at or above Minimum Advertised Price is not communicating acceptance or compliance.

Investigation of Possible Infractions

When Nuheara receives credible information that a Customer has violated this Policy, Nuheara will conduct an investigation to unilaterally determine if action is appropriate. This investigation may include contact with the Customer in question and the end consumer to gather facts to enable Nuheara to reach its determinations.

MAP Administrator

The only Nuheara representative authorized by Nuheara to answer questions regarding this Policy is the MAP Policy Administrator. Please submit all comments and questions via email to:

bruce.borenstein@nuheara.com

MAP Product Violations

Nuheara's decision to discontinue supply of a MAP Product due to a violation of this Policy will relate only to the specific MAP Product Series, which was offered or sold below the Minimum Advertised Price set out in this Policy. This will be followed by a written confirmation from Nuheara to the headquarters of the dealer.

Multiple Outlets

If the Customer has multiple outlets, Nuheara's decision to discontinue supply of a MAP Product will apply to the Customer at all locations.

Exempt Transactions

a) Used, Reconditioned, or Damaged MAP Products: This Policy applies only to new, unused, and undamaged MAP Products. The "new" nature of a MAP Product may not be intentionally altered in order to avoid compliance of this Policy. The retail invoice covering other than "new" MAP Products must clearly identify the used, damaged, or reconditioned nature of the product.

b) Employee Purchase Programs: Resale of MAP Product by a Customer to Customer's employees under an employee purchase program and by Nuheara to employees for the employee's personal use is exempt from this policy.

c) Discontinued Product: When Nuheara discontinues a MAP designated product from the Nuheara offering, it will be removed from the guidelines of MAP. Effective date of discontinuance will be supplied by the MAP Administrator.

Schedule A

Nuheara iQbuds Model NU 317 - \$299 US / \$399 CDN