



RESELLER AND DISTRIBUTOR  
MINIMUM ADVERTISING PRICING POLICY  
YAO COMPANY  
303-777-7825  
P.O BOX 1399  
LANDER, WY 82520

To Our Valued Customers:

To ensure practitioner exclusivity, set reasonable margins for all licensed health care practitioner resellers ("Resellers") and Distributors selling directly to practitioners, and help the company and its Resellers compete effectively in the market while preserving the practitioner-patient relationship, YAO Company ("YAO" or "Company"), effective April 1, 2018, has adopted the Unilateral Minimum Advertised Pricing ("MAP") Policy enclosed with this letter, which is applicable to each Reseller and Distributor receiving the MAP Policy. It sets a MAP for all Products covered by the MAP Policy.

As of April 1, 2018, the MAP Policy covers the Products. Orders placed before April 1, 2018 will be honored pursuant to the terms previously agreed upon. Orders placed after April 1, 2018 will be effective only if in compliance with the MAP Policy.

This letter is intended to introduce the terms and conditions of the MAP Policy. All questions or requests for additional information regarding the MAP Policy or submissions of information regarding potential violations of the MAP Policy (which must be in writing) are to be addressed only to the MAP Policy Administrator by email or by mail to: Attn: MAP Policy Administrator.

The MAP Policy Administrator is the only person authorized by YAO to answer questions regarding the MAP Policy.

#### Minimum Advertising Pricing Policy

1. YAO's MAPP is attached as Exhibit A.
2. The purpose of the MAPP is to create a minimum advertising pricing policy for all of Company's Products to be used by all Resellers and Distributors.
3. The MAPP Policy does not establish maximum advertised prices. Company products may be offered at any price in excess of the MAPP.
4. The Internet site(s) from which sales must be made under the MAP Policy must be approved by the Company in writing prior to the offering for sale or sale of any Company product. The Company authorizes approved Company products ordered in accordance with this MAPP to be offered for sale at the approved Internet sites solely for resale to patients with whom the

Reseller has an established practitioner-patient relationship. Any new Internet sites or material changes to these websites must be approved in writing by the Company. For Distributors, the Company authorizes approved Company products ordered in accordance with this MAPP to be offered for sale at the approved Internet sites solely for resale to practitioners with whom the Distributor has verified the practitioner's licensure. The Company reserves the right to audit, at any time, the Distributor's records to ensure it has verified a practitioner's license.

5. Resellers and Distributors remain free to sell these products at any prices they choose as long as the sale price meets the MAPP.
6. This MAP Policy is solely within the Company's discretion and authority acting through the duly authorized managers of the Company. No employee or sales representative of the Company has any authority to discuss, modify or grant exceptions to this MAP Policy. Any representation or action by any employee, sales representative or persons not specifically authorized to discuss, modify or grant exceptions to this MAP Policy under this paragraph is unauthorized and invalid. All questions about this MAP Policy should be in writing and directed via U.S. Mail or email to:

MAP Policy Administrator  
YAO Company  
P.O. Box 1399  
Lander, WY 82520 [ministeroftheinterior@yaocompany.com](mailto:ministeroftheinterior@yaocompany.com)

The MAP Policy Administrator will respond only in writing; no oral communications about this MAP Policy are authorized. The MAP Policy Administrator shall be solely responsible for determining whether a violation of the Policy has occurred, communicating decisions to Resellers or Distributors regarding the policy and receiving any communications regarding sanctions imposed under this MAP Policy. Any action taken by the Company under this MAP Policy shall be without liability to the Company.

7. From time to time, the Company may choose to offer special promotions on certain products. In such an event, the Company reserves the right to modify or suspend this MAP Policy in whole or in part by notifying all Resellers and Distributors of the duration and nature of the change. The Company further reserves the right to adjust the MAPP with respect to all or certain products at its sole discretion. Such changes shall apply equally to all Resellers and Distributors.
8. As part of the Company's monitoring of this MAP Policy, the Company and its authorized agents may, from time to time, utilize a range of human and computer technologies to monitor the pricing and placement of Company products across the Internet. This monitoring may include, without limitation, visiting the website(s) of any Reseller and/or tracking compliance with the MAP Policy by any Reseller or Distributor. Any attempt by a Reseller or Distributor to redirect, mask, or otherwise interfere, in any way, with these monitoring efforts or any other enforcement of the MAP Policy will be considered an express violation of the MAP Policy.
9. Failure to abide by this MAP Policy may result in sanctions unilaterally imposed by the Company. The level of sanctions will be determined by the Company in its sole discretion and may include termination of a Reseller's or Distributor's right to sell the Company's products if a Reseller or Distributor is found in violation of the MAP Policy. Resellers and Distributors are solely responsible for compliance with the MAP Policy and their affiliates' compliance with the MAP

Policy. If any location within a Reseller's organization violates any component of the MAP Policy, sanctions may be unilaterally imposed upon the entire organization of the Reseller. Additionally, if a Reseller knowingly sells Company products to MAP Policy violators, Reseller may unilaterally have its authorization to purchase and resell. Company products revoked.

10. Company need not provide prior notice or issue warnings before taking any action under this MAP Policy.
11. Distributors of the Company's products shall supply a copy of this MAP Policy to any new or existing Resellers for their records. In connection with the Company's compliance efforts, the Company reserves the right to audit Distributor's at any time to ensure a copy of the MAP has been provided to Resellers.
12. The terms of this MAP Policy are confidential and should not be disclosed to other parties.