

**Timing**

+ Effective March 15, 2006 until further notice from Aquamedia Corp.

**Participants**

+ Signing and returning page 3 of this Policy enrolls Resellers in the Authorized Dealer Program. Aquamedia Corp. reserves the right to terminate privileges to any reseller who chooses not to comply with the Policy.

**MAP Allowable and Prohibited Activities**

- + Aquamedia Corp.'s policy is that any advertisement of our products must not be below MSRP-30%, net of any discounts, rebates, or any other promotion. Advertisement is defined as, but not limited to, Television, Radio, Billboards, Newspapers, Print Ads, Window Banners, Telemarketing, Internet (including E-bay or other auction sites), Direct Mail or Posters.
- + Examples of prohibited statements are as follows, but are not intended to be comprehensive: Any advertisement by a reseller to the effect that it has "lowest prices," or "too low to publish," or "call for pricing," or "we will beat any competitor's advertised price" is in violation of the Policy. Any advertisement of a "preferred" customer card that brings the net Aquamedia Corp. pricing below MSRP-30% is a violation of the policy.
- + At no time can the advertised price for Aquamedia Corp. products appear smaller than 8 pt. type in print advertising.
- + Aquamedia Corp. reserves the right to terminate the Authorized Dealer Program from anyone who sells replacement parts for Aquamedia Corp. products that are not genuine Aquamedia Corp. parts. Use of parts that are not genuine Aquamedia Corp. replacement parts also voids the consumer's warranty.

**Miscellaneous**

- + Aquamedia Corp. reserves the right to add, modify, or delete any of the rules, conditions, or benefits of this program at its sole discretion without notice.
- + Aquamedia Corp. and its affiliates are not responsible for requests or correspondence relating to the Policy, which are lost or delayed in the mail or otherwise in transit.
- + Participants that are late or in default on payments of any amount may have privileges revoked by Aquamedia Corp. and any future participation is jeopardized.
- + Aquamedia Corp. has the right to refuse to accept an applicant for any reason at any time. Aquamedia Corp. reserves the right to terminate a participant's eligibility for Authorized Dealer privileges with or without cause, at any time, upon giving ten (10) days written notice to the participant.

**To verify your agreement to meet the guidelines listed in this Policy, please fill in the following information, then sign and fax: Important: You also need to fill out and submit the online dealer form.**

Business Name \_\_\_\_\_

Business Address, City & Zip \_\_\_\_\_

E-mail Address \_\_\_\_\_ Phone \_\_\_\_\_

Principal's Name (print) \_\_\_\_\_ Title \_\_\_\_\_

Principal's Signature \_\_\_\_\_ Date \_\_\_\_\_

Online Dealer Application go to: [http://www.watergardenaauthority.com/AquaFill\\_Dealership.html](http://www.watergardenaauthority.com/AquaFill_Dealership.html) Fax to (858) 715-8443