



## Inogen Minimum Advertised Price (MAP) Policy

Effective September 1, 2020

Inogen takes great pride in its commitment to offering reliable, high quality products and exceptional customer support. Inogen recognizes that advertising and sales practices that promote Inogen products primarily on the basis of price could degrade Inogen's brand image, weaken customer support efforts, and damage the valuable goodwill Inogen has developed in its trademarks.

To protect Inogen's brand image and goodwill, Inogen has unilaterally adopted the following Minimum Advertised Price Policy ("Policy") for all products sold under the Inogen brand name ("Products"). Inogen's goal in establishing this Policy is to ensure that all Products are advertised, promoted and sold in a way that will maintain the integrity and reputation associated with Inogen's products and protect Inogen's brand image.

This unilateral Policy applies to all resellers of Products including those that advertise online (collectively referred to as "Resellers"). Inogen is not seeking agreement from any Reseller to comply with this Policy. It is entirely within each Reseller's discretion whether to comply or to not comply, however non-compliance may result in termination of business relationship between Inogen and the Reseller. Inogen reserves the right to cease supplying Products to Resellers, cancel orders, or take other actions against Resellers who violate one or more guidelines of this Policy.

### **Policy Guidelines:**

1. This Policy applies to all forms of advertisements of Products, including but not limited to flyers, electronic and print mailers, brochures, coupons, telephone conversations or other oral sales pitches, newspapers, inserts, electronic media advertising such as e-commerce sites, websites, natural or paid search engine listings, social media sites, or the like.
2. All Products must be advertised at or above the Minimum Advertised Price (MAP). The initial MSRP and MAP list product pricing is set forth in Schedule A, which may be amended or revised by Inogen, from time to time, in its sole discretion. Products may be advertised at MSRP, MAP, or any price above either point.
3. Resellers may not advertise a coupon, sale, promotion, or a discount for use with a Product, if said coupon, sale, promotion, or discount will lower the Product's advertised price below the MAP. However, Resellers' advertising may include discounts that reduce the advertised price of the Products to below MSRP, so long as the discounts do not reduce the advertised price of the Product to below its given MAP.
4. Resellers may not advertise that it has "the lowest price," "the best price," or "will beat its competitors' prices", or to use similar statements in advertisements designed to circumvent the intent and spirit of this MAP Policy.
5. Resellers may not advertise that a consumer may "call for price" or "email for price," or use any similar language thereto in advertisements designed to circumvent the intent and spirit of this MAP Policy.



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6. Resellers may not advertise a Product online without listing the price of the Product to circumvent the intent and spirit of this MAP Policy.
7. Resellers may not advertise a Product online without listing the components that a customer will receive. For example, for each Inogen One System advertised, all accessories and battery sizes that a customer will receive in the order must be listed on Reseller's website.
8. Resellers may not generally "bundle" Products with free or discounted Products (whether made by Inogen or another company). However, Resellers may include additional accessory products at no extra charge over the phone when necessary, but the giveaway cannot be advertised or featured online as a standard practice or part of a normal package.
9. Resellers may offer free shipping on any Product, so long as the Product is advertised at or above the MAP.
10. This Policy does not establish maximum advertising or sale prices. Resellers may advertise Products at any price above the MAP or MSRP.
11. This Policy applies only to advertised prices and does not apply to the prices the Products are actually sold. Resellers may establish their own resale prices for all Products.
12. This Policy applies to advertised prices in the United States and in Canada.
13. Inogen reserves the right to advertise below the MSRP or MAP, from time to time, for the purpose of conducting price optimization studies. Resellers may advertise the same price points, in the same regions, during the same specified time frames in the optimization studies as Inogen.
14. Resellers may not advertise used units for sale. Resellers may sell used units if Resellers adhere to all federal, state, and local regulations for doing so, but used units may not be advertised.
15. Inogen reserves the right to update, revise, modify or discontinue this Policy and pricing structure at any time with no need for prior approval from its Resellers. Any revisions or adjustments are solely at the discretion of Inogen.



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### **Violation Guidelines:**

If Inogen determines, at its sole discretion, that a Reseller violates this Policy, Inogen may unilaterally enforce consequences at its sole discretion. If a Reseller violates this Policy and Inogen enforces a consequence, the Reseller shall have a period of 3 business days to cure the violation before the next consequence is enforced. Inogen reserves the right to unilaterally take any or all of the following actions:

- 1<sup>st</sup> violation: Reseller placed on ship hold of 1 week on current or next order.
- 2<sup>nd</sup> violation: Reseller's price increased by 5%.
- 3<sup>rd</sup> violation: Reseller's authorization to advertise and sell Inogen products through search engine marketing or other digital marketing tactics will be revoked.
- 4<sup>th</sup> violation: Reseller's business relationship with Inogen is terminated.

In the event that a Reseller violates the Policy and Inogen terminates its business relationship with the Reseller, it is within Inogen's discretion to request the return of its Products as well.



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MSRP & MAP SCHEDULE A

<b>Oxygen Concentrators</b>				
<b>Inogen® Product Model</b>	<b>Included in MSRP</b>	<b>Warranty</b>	<b>MSRP</b>	<b>MAP</b>
<b>IS-300/400-3Y</b>	Concentrator, 1 single battery, AC/DC power supplies, carry bag, cart (applies to IS-200 only), nasal cannula	3 years*	\$2,495	\$2,295
<b>IS-500-3Y8</b>		3 years*	\$2,995	\$2,445
<b>IS-300/400- 3Y(24,16,8)</b>	Concentrator, 1 double battery, AC/DC power supplies, carry bag, cart (applies to IS-200 only), nasal cannula	3 years*	\$2,665	\$2,465
<b>IS-500-3Y16</b>		3 years*	\$3,165	\$2,615
<b>IS-300/400-F1 Freedom Package #1</b>	Concentrator, 3 single batteries, AC/DC power supplies, carry bag, cart (applies to IS-200 only), nasal cannula	Lifetime*	\$3,495	\$2,795
<b>IS-500 F1 Freedom Package #1</b>		Lifetime*	\$3,895	\$2,945
<b>IS-300/400-F2 Freedom Package #2</b>	Concentrator, 1 single battery, 1 double battery, AC/DC power supplies, carry bag, cart (applies to IS-200 only), nasal cannula	Lifetime*	\$3,495	\$2,795
<b>IS-500-F2 Freedom Package #2</b>		Lifetime*	\$3,895	\$2,945
<b>IS-300/400-F3 Freedom Package #3</b>	Concentrator, 2 double batteries, AC/DC power supplies, carry bag, cart (applies to IS-200 only), nasal cannula	Lifetime*	\$3,765	\$3,065
<b>IS-500-F3 Freedom Package #3</b>		Lifetime*	\$4,165	\$3,215
<b>GS-100</b>	Concentrator, AC power cord, nasal cannula	3 years*	\$1,495	\$1,495

<b>Bundles</b>					
<b>Bundle Name</b>	<b>Inogen® Bundle</b>		<b>MSRP</b>	<b>MAP</b>	
	<b>Inogen® Product #1</b>	<b>Inogen® Product #2</b>			
G3 3-year Bundle	IS-300-3Y	GS-100-FB	\$3,695		\$3,395
3-year, Double Battery Bundle	IS-300-3Y16	GS-100-FB	\$3,865		\$3,565
G3 Freedom #1 Bundle	IS-300-F1	GS-100-FB	\$4,595		\$3,895
G3 Freedom #2 Bundle	IS-300-F2	GS-100-FB	\$4,595		\$3,895
G3 Freedom #3 Bundle	IS-300-F3	GS-100-FB	\$4,865		\$4,165
G4 3-year Bundle	IS-400-3Y	GS-100-FB	\$3,595		\$3,295
3-year, Double Battery Bundle	IS-400-3Y8	GS-100-FB	\$3,765		\$3,465
G4 Freedom #1 Bundle	IS-400-F1	GS-100-FB	\$4,595		\$3,895
G4 Freedom #2 Bundle	IS-400-F2	GS-100-FB	\$4,595		\$3,895
G4 Freedom #3 Bundle	IS-400-F3	GS-100-FB	\$4,865		\$4,165
G5 3-year Bundle	IS-500—3Y	GS-100-FB	\$3,795		\$3,545
3-year, Double Battery Bundle	IS-500-3Y16	GS-100-FB	\$3,865		\$3,715
G5 Freedom #1 Bundle	IS-500-3Y1816	GS-100-FB	\$4,695		\$4,445
G5 Freedom #2 Bundle	IS-500-F2	GS-100-FB	\$4,695		\$4,045
G5 Freedom #3 Bundle	IS-500-F3	GS-100-FB	\$4,965		\$4,315

*\*Any Inogen One with a warranty advertised longer than 3 years (example: 5 years or lifetime) must be advertised for at least \$500 more than the 3-year warranty single battery price, thereby amending the effective MAP for those products. Freedom Bundles listed above are with 3-year warranty for the Inogen at Home. Any Inogen At Home with a warranty advertised longer than 3 years (example: 5 years or lifetime) must be advertised for at least \$400 more than the 3-year warranty price, thereby amending the effective MAP for those products.*

## Accessories

Inogen Accessory Product	MSRP	MAP
G2 Accessories		
G2 Battery (BA-200)	\$325	\$325
G2 Double Battery (BA-224)	\$495	\$495
G2 Ext. Battery Charger (BA-203)	\$275	\$275
G2 Universal Power Supply (BA-207)	\$365	\$365
G2 DC Only Power Supply (BA-302)	\$150	\$150
G2 Backpack (CA-250)	\$100	\$100
G2 Cart (RP-208)	\$125	\$125
G3 Accessories		
G3 Battery (BA-300)	\$325	\$227.50
G3 Double Battery (BA-316)	\$495	\$346.50
G3 Backpack (CA-350)	\$100	\$100
G3 Ext. Battery Charger (BA-303)	\$275	\$275
G4 Accessories		
G4 Battery (BA-400)	\$325	\$227.50
G4 Double Battery (BA-416)	\$495	\$346.50
G4 Hip Bag (CA-410)	\$59	\$59
G4 Backpack (CA-450)	\$100	\$100
G4 Ext. Battery Charger (BA-403)	\$275	\$275
G5 Accessories		
G5 Battery (BA-500)	\$325	\$227.50
G5 Double Battery (BA-516)	\$495	\$346.50
G5 Carry Bag (CA-500)	\$59	\$59
G5 Backpack (CA-550)	\$100	\$100
G5 Ext. Battery Charger (BA-503)	\$285	\$285