



# AMAZING HERBS

## **MINIMUM ADVERTISED PRICE POLICY (MAP)**

This Minimum Advertised Price Policy (this "Policy") has been adopted by Amazing Herbs and will be uniformly enforced for all Amazing Herbs Products and shall apply uniformly to all retailers, including catalog and online retailers, who resell Amazing Herbs products (collectively, Retailers").

### **1- MINIMUM ADVERTISED PRICE**

Amazing Herbs recommends to its Resellers a minimum advertised price (the "MAP") for Amazing Herbs Products is 65% of Suggested Retail ("SRP"), which equal 35% off suggested retail Price.

### **2- POLICY APPLICATION**

This Policy applies all Resellers located in the United States That Purchase products direct from Amazing Herbs or from a distributor. Although Resellers remain free to establish their own resale prices on Amazing Herbs products, Amazing Herbs will, without assuming any liability, unilaterally impose sanctions as described in this Policy against Resellers who advertise applicable Amazing Herbs products at prices below those specified herein. This policy is non-negotiable and will not be altered for any Reseller, and no employee or representative of Amazing Herbs has the authority to change it.

Additionally, this policy applies to all advertisements of Amazing Herbs products on any and all media, including without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, internet or similar electronic media, email marketing or email messages, banner advertising, television, radio and public signage. The unilateral policy also applies to auction or coupon offer websites where the auction/couponed result are less than the MAP. This policy is not applicable to in-store advertising that is displayed exclusively in physical retail locations and not distributed to any consumer. In-store displays, markdowns, point-of-sale signage, hangtags or similar markings on products that state are not considered "advertisements" under this Policy; however, including free or discounted Amazing Herbs products for less than the MAP would violate this policy. Distributors of Amazing Herbs products will supply a copy of this policy to new or existing Reseller.

### **3- POLICY VIOLATIONS**

Amazing Herbs is not seeking any agreement or other form of assurance from any Reseller to adhere to this policy as it is entirely within the discretion of the Reseller whether to comply or not. However, Amazing Herbs will monitor the pricing landscape beginning on August 1st, 2014 to ensure consistent adherence to this Policy. In case of violations of this Policy, Resellers will be allowed 24 Hours to bring advertising into compliance. If no change is made within the allowed periods, all shipments of products will be discontinued to the violating Resellers until the necessary changes are made, and Amazing Herbs may disqualify the violating Reseller from all its sponsored promotions, wholesale discount programs, coop-advertising, sampling programs, guaranteed sale agreements, returns, website, store locate features and distribution of new products in developments. In case of intentional and /or repeated failures to comply with this Policy, Amazing Herbs reserves the right to terminate all orders to the violating Reseller. Amazing Herbs does not need to provide prior written notice or issue any warning before taking any action under this policy.

### **4-POLICY MODIFICATIONS**

Amazing Herbs reserves the right at any time and in its sole discretion to (1) modify, suspend, or discontinue this policy in whole or in part, (2) designate promotional periods during which the terms of this policy may change, or (3) designate periods of time during which this Policy is not applicable. Any such modifications to this policy will be emailed to the Resellers with 30 days advance notice.