



## Ark Naturals Company Minimum Advertised Price Policy

Ark Naturals has been building a brand of strong recognition and highly perceived value since 1996. We are unilaterally instituting this Minimum Advertised Price Policy (“MAP Policy”) on all Ark Naturals products sold in the United States. Our MAP Policy has as its goal to protect the recognition and value of the brand. This requires that consumers be able to purchase Ark Naturals productions from Ark Naturals’ dealers based on loyalty and customer care expectations. By not adhering to the established Minimum Advertised Price (“MAP”) as established through this policy, a dealer can have a dramatic effect of diminishing or detracting from the perceived value of the Ark Naturals brand and its products.

### **POLICY SPECIFICS**

- 1) It is a violation of this MAP Policy to advertise any Ark Naturals product at a price that is below the current Minimum Advertised Price appended to this Policy, as may be revised by Ark Naturals from time to time (“MAP Schedule”).
- 2) The MAP Policy applies to all advertisements for any Ark Naturals products sold in stores or on the internet, in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media, television, radio, public signage, websites, blogs, social media, affiliate marketing networks/comparison shopping engines, mobile/smart phone applications, and any other marketing or promotional materials displayed online or through broadcast or other media.
- 3) The MAP Policy is not applicable to: 1) Any advertising that is displayed in a brick and mortar retail store and that is not distributed to any customer(s) outside of the store; or 2) Any email newsletters sent to your customer database.
- 4) The inclusion in advertising of free or discounted products (whether made by Ark Naturals or another manufacturer) in conjunction with a product covered by this MAP Policy violates the policy if it has the effect of discounting the advertised price of the Ark Naturals product below the MAP.
- 5) If pricing is advertised anywhere other than within a brick and mortar retail store, any strike-through or other alteration of the MAP is prohibited.



- 6) The MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer. Ark Naturals dealers remain free to sell Ark Naturals products at any price they choose.
- 7) Ark Naturals' MAP Policy does not in any way limit the ability of any dealer to advertise that "they have the lowest prices," that they "will meet or beat any competitor's price," that consumers should "call for a price," or phrases of similar import, so long as the advertised price for any Ark Naturals products is not less than the MAP.
- 8) Notwithstanding any advertising an online dealer may engage in pursuant to this MAP Policy, pricing information displayed at the final online checkout stage of a transaction is not considered "advertising" under this Policy. The "final online checkout stage" is the stage when the Ark Naturals product is put into a shopping cart that contains the customer's name, shipping address, email address, and payment information. Pricing information in the "shopping cart" or "checkout" stages must be obscured technically so that it is not retrievable by shopping and pricing engines, and not displayed on search page results within the dealer's own website.
- 9) For E-Bay and Other Auction Websites (to the extent seller has been granted express permission to advertise on E-Bay or other Action Websites):
  - "Buy it Now" options must be listed at a price equal to the MAP or greater;
  - For auctions, the reserve and/or opening bids must start at the MAP without a "Buy it Now" option; and
  - "Best Offer" auctions are not permitted under this MAP Policy.
- 10) Ark Naturals may run sales from time to time. In such case, the MAP will be the same as the sale price for those particular items offered for sale and for the particular dates within which the sale will run. Ark Naturals will send out a notice in advance of any such sale with details regarding the sale.

This Policy does not constitute an agreement between Ark Naturals and any other entity. Every dealer of Ark Naturals products is free to independently decide whether to follow this MAP Policy. Ark Naturals does not ask for, nor will it accept any assurance of compliance or agreement regarding its MAP policy; nor will Ark Naturals discuss any conditions on acceptance related to this MAP policy. The MAP Policy is not negotiable and will not be altered for any individual dealer.

## **VIOLATIONS**



If Ark Naturals identifies any deviation from this MAP Policy, Ark Naturals will take the following actions:

- I. For a dealer's first violation of the MAP policy, Ark Naturals will provide a written notification to the non-compliant dealer.
- II. For a dealer's second violation of the MAP policy, Ark Naturals will notify the dealer in writing of such violation and will immediately place the dealer's account on shipping hold for thirty (30) days. Ark Naturals will revoke its acceptance of any pending orders, cancel any pending shipments to the dealer, and not accept any new orders from the dealer during this 30-day period.
- III. For a dealer's third violation of the MAP policy during a 12-month period following the first violation, Ark Naturals will terminate its business relationship with the dealer. Ark Naturals will revoke its acceptance of any pending orders and cancel any pending shipments to the dealer.

A continuing violation of the Policy will be deemed to constitute a subsequent violation if it continues for more than 14 days after the dealer receives notice of the violation. Ark Naturals will enforce this MAP Policy in its sole discretion and without notice. Dealers have no right to enforce the MAP Policy.

### **POLICY ADMINISTRATION**

Ark Naturals may update, revise, suspend, terminate, reinstitute, or modify this MAP Policy at any time in its sole discretion. Ark Naturals shall make any such modifications available to all of its dealers. If Ark Naturals changes its MAP policy on any of its products, Ark Naturals will provide reasonable notice to dealers before such change takes effect.

No Ark Naturals employee or agent, including a dealer, is authorized to modify, interpret, or grant exceptions to this MAP Policy; solicit or obtain the agreement of any person to this MAP Policy; or otherwise discuss any aspect of this MAP Policy with any dealer, including that dealer's or any other dealer's compliance with the terms of the MAP policy. Any questions about this Policy should be submitted in writing and directed to Ark Naturals' MAP Policy Administrator at [MAPAdmin@arknaturals.com](mailto:MAPAdmin@arknaturals.com).

Ark Naturals will accept no other form of communication from dealers regarding the MAP Policy.

This Policy is effective as of the Effective Date set forth above and supersedes all prior Ark Naturals policies regarding minimum advertised prices or resale prices for any Ark Naturals products sold by any dealer.