



## MediNatura's Minimum Advertised Price and Retailer Policies

**Effective Date: January 1<sup>st</sup>, 2022**

MediNatura has unilaterally instituted a policy of minimum advertised price standards for its products, which applies to distributors and retailers, including catalogs and internet retailers (collectively, "Resellers"), who resell MediNatura's products to end users located in the United States.

**This MAP Policy shall work under the following guidelines:**

1. MediNatura will, from time to time, publish a Schedule of Manufacturer's Suggested Retail Prices ("MSRP Schedule"), which may be amended or adjusted by MediNatura at any time in its sole discretion. The MSRP Schedule will identify the effective date, the products and the manufacturer's suggested retail price ("MSRP") for those products. Each advertisement of a product identified with the MSRP schedule shall have the pricing floor shown in Exhibit A. Multipacks or product bundles of more than 1 unit shall have a MAP equal to the individual product's MAP multiplied the quantity of units combined into a multipack (e.g. 4 units with a MAP of \$13.99 each = \$55.96 MAP). Anything less will be a violation of this MAP Policy. MediNatura's products not specifically identified in the MSRP Schedule are not subject to this MAP Policy.
2. This MAP Policy applies to all advertisements of MediNatura products listed on the MSRP Schedule in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, e-mail newsletters, e-mail solicitations, internet or similar electronic media, television, radio, and public signage. This MAP Policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer(s).
3. The inclusion in advertising of free or discounted products (whether made by MediNatura or another manufacturer) with a product covered by this MAP Policy would be contrary to this MAP Policy if it has the effect of discounting the advertised price of the covered MediNatura product less than the pricing floor listed above.
4. If pricing is displayed, any strike-through or other alteration of the MSRP that is paired with a discount price more than the pricing floor listed above is prohibited.
5. This MAP Policy applies only to advertised prices and does not apply to the price at which MediNatura products are actually sold or offered for sale to an individual consumer within Resellers' retail location or over the telephone. Resellers remain free to sell these products at any prices they choose under these circumstances.
6. This MAP Policy does not establish maximum advertised prices. All Resellers may offer MediNatura products at any price in excess of the MSRP.
7. Internet auctions may not display or have reserved bid or other acceptable prices less than the pricing floor listed in the MSRP.
8. Pricing listed on an internet site is considered an "advertised price" and must adhere to this MAP Policy. Once the pricing is associated with an intent to purchase (added to shopping cart or order), the price becomes the selling price and is not bound by this MAP Policy. Statements such as "add to basket to see price", "we will match any price", "call for price" or phrases of similar import are acceptable as long as the price advertised or listed for the products is not less than the pricing floor listed in Exhibit A. In addition, discounts applied at checkout to the entire order based on a customer's purchasing history with the Reseller, such as discounts for "frequent shoppers", do not violate this MAP Policy.

**See attached, complete product listing with Minimum Advertised Prices per SKU**



MAPP Listing Pricing Effective 1/24/2022

MediNatura Products					
UPC	Description	Size	UOM	MSRP	MAP
7-87647-20118-1	BodyAnew Cleanse/Detox Oral Drops	150	ML	\$ 39.99	\$ 37.99
7-87647-10188-7	ClearLife Extra Strength Allergy Nasal Spray	20	ML	\$ 13.99	\$ 12.99
7-87647-31006-7	ClearLife Extra Strength Allergy Tablets	60	CT	\$ 13.99	\$ 12.99
7-87647-30096-9	ReBoost Cherry Sore Throat Spray	20	ML	\$ 13.99	\$ 12.99
7-87647-10186-3	ReBoost Decongestion Nasal Spray	20	ML	\$ 13.99	\$ 12.99
7-87647-20151-8	ReBoost Zinc +10 Cold & Flu Lemon Tablet	60	CT	\$ 16.99	\$ 15.99
7-87647-10180-1	T-Relief Arthritis Cream	2	OZ	\$ 13.99	\$ 12.99
7-87647-30195-9	T-Relief Arthritis Extra Strength Tablets	250	CT	\$ 34.99	\$ 34.99
7-87647-10106-1	T-Relief Arthritis Tablets	100	CT	\$ 13.99	\$ 12.99
7-87647-10106-1-2	T-Relief Arthritis Tabs 100ct multipack 2 pack	200	CT	\$ 27.98	\$ 24.68
7-87647-10106-1-3	T-Relief Arthritis Tabs 100ct multipack 3 pack	300	CT	\$ 41.97	\$ 35.07
7-87647-10106-1-4	T-Relief Arthritis Tabs 100ct multipack 4 pack	400	CT	\$ 55.96	\$ 44.17
7-87647-85291-8	T-Relief CBD +13 Tablets	30	CT	\$ 36.99	\$ 34.99
7-87647-85290-1	T-Relief CBD +13 Tablets	60	CT	\$ 63.99	\$ 59.99
7-87647-85281-9-2	T-Relief Extra Strength Cream 3 oz 2 pack	6	OZ	\$ 33.98	\$ 30.38
7-87647-10142-9	T-Relief Extra Strength Oral Drops	50	ML	\$ 15.50	\$ 14.50
7-87647-85281-9	T-Relief Extra Strength Pain Relief Cream	3	OZ	\$ 16.99	\$ 15.99
7-87647-85296-3	T-Relief Extra Strength Pain Relief Cream	8	OZ	\$ 31.99	\$ 29.99
7-87647-85300-7	T-Relief Extra Strength Pain Relief Gel	3	OZ	\$ 16.99	\$ 15.99
7-87647-85280-2	T-Relief Extra Strength Pain Relief Tablets	100	CT	\$ 15.50	\$ 14.50
7-87647-30196-6	T-Relief Extra Strength Pain Relief Tablets	250	CT	\$ 34.99	\$ 34.99
7-87647-85280-2-2	T-Relief Extra Strength Tablets 100 ct 2 pack	200	CT	\$ 31.98	\$ 27.55
7-87647-10177-1	T-Relief Pain Relief Cream	2	OZ	\$ 13.99	\$ 12.99
7-87647-10176-4	T-Relief Pain Relief Cream	4	OZ	\$ 24.99	\$ 24.49
7-87647-10176-4-4	T-Relief Pain Relief Cream 4 oz multipack 4 pack	16	OZ	\$ 99.96	\$ 83.27
7-87647-20095-5	T-Relief Pain Relief Gel	9	OZ	\$ 55.99	\$ 52.49
7-87647-20094-8	T-Relief Pain Relief Gel	2	OZ	\$ 13.99	\$ 12.99
7-87647-10103-0	T-Relief Pain Tablets	100	CT	\$ 13.99	\$ 12.99
7-87647-30192-8	T-Relief Pet Arthritis Pain Drops	50	ML	\$ 13.99	\$ 12.99
7-87647-20141-9	T-Relief Pet Arthritis Pain Tablets	90	CT	\$ 13.99	\$ 12.99
787647-30193-5	T-Relief Pet Calming Drops	50	ML	\$ 13.99	\$ 12.99
7-87647-20142-6	T-Relief Pet Calming Tablets	90	CT	\$ 13.99	\$ 12.99
7-87647-30194-2	T-Relief Pet Pain Drops	50	ML	\$ 13.99	\$ 12.99
7-87647-20143-3	T-Relief Pet Pain Relief Tablets	90	CT	\$ 13.99	\$ 12.99
7-87647-10103-0-2	T-Relief Tablets 100ct multipack 2 pack	200	CT	\$ 27.98	\$ 24.68
7-87647-10103-1-3	T-Relief Tablets 100ct multipack 3 pack	300	CT	\$ 27.98	\$ 35.07
7-87647-85309-0	Traumeel Ointment	4	OZ	\$ 24.99	\$ 24.99
7-87647-30202-4	Traumeel Tablets	100	CT	\$ 24.99	\$ 24.99
7-87647-70403-3	WellMind Calming Tablets	100	CT	\$ 13.99	\$ 12.99
7-87647-85279-6	WellMind Mental Alertness Aid Tablets - Lemon	90	CT	\$ 13.99	\$ 12.99

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BHI Brand Products					
7-87647-30079-2	BHI Acne Tablets	100	CT	\$ 13.99	\$ 12.99
7-87647-10001-9	BHI Allergy Tablets	100	CT	\$ 13.99	\$ 12.99
7-87647-20099-3	BHI Arnica + Tablets	100	CT	\$ 13.99	\$ 12.99
7-87647-10002-6	BHI Arthritis Tablets	100	CT	\$ 13.99	\$ 12.99
7-87647-10004-0	BHI Back Tablets	100	CT	\$ 13.99	\$ 12.99
7-87647-10191-7	BHI Body Pure Tablets	100	CT	\$ 13.99	\$ 12.99
7-87647-10010-1	BHI Calming Tablets	100	CT	\$ 13.99	\$ 12.99
7-87647-10015-6	BHI Cold Tablets	100	CT	\$ 13.99	\$ 12.99
7-87647-10016-3	BHI Constipation Tablets	100	CT	\$ 13.99	\$ 12.99
7-87647-10017-0	BHI Cough Tablets	100	CT	\$ 13.99	\$ 12.99
7-87647-10018-7	BHI Diarrhea Tablets	100	CT	\$ 13.99	\$ 12.99
7-87647-20091-7	BHI Flu + Tablets	100	CT	\$ 13.99	\$ 12.99
7-87647-10035-4	BHI Hemorrhoid Tablets	100	CT	\$ 13.99	\$ 12.99
7-87647-10032-3	BHI Migraine Tablets	100	CT	\$ 13.99	\$ 12.99
7-87647-10008-8	BHI Mucus Relief Tablets	100	CT	\$ 13.99	\$ 12.99
7-87647-10050-7	BHI Nausea Tablets	100	CT	\$ 13.99	\$ 12.99
7-87647-10060-6	BHI Sinus Tablets	100	CT	\$ 13.99	\$ 12.99
7-87647-10061-3	BHI Skin Tablets	100	CT	\$ 13.99	\$ 12.99
7-87647-10063-7	BHI Spasm Pain Tablets	100	CT	\$ 13.99	\$ 12.99
7-87647-10066-8	BHI Throat Tablets	100	CT	\$ 13.99	\$ 12.99
7-87647-85282-6	BHI Traumed Pain Relief Tablets	60	CT	\$ 9.95	\$ 9.95
7-87647-85283-2	BHI Traumex Pain Relief Tablets	60	CT	\$ 9.95	\$ 9.95
Dr. Barbara Hendel Products					
7-87647-85258-1	Dr. Barbara Hendel Appetite Control Tablets	100	CT	\$ 10.99	\$ 10.99
7-87647-85259-8	Dr. Barbara Hendel Arnica Montana 3x,6x,12x,30x,200x Tablets	100	CT	\$ 10.99	\$ 10.99
7-87647-85260-4	Dr. Barbara Hendel Arthritis Pain Relief Tablets	100	CT	\$ 10.99	\$ 10.99
7-87647-85261-1	Dr. Barbara Hendel Back Pain Relief Tablets	100	CT	\$ 10.99	\$ 10.99
7-87647-85262-8	Dr. Barbara Hendel Calm Plus Tablets	100	CT	\$ 10.99	\$ 10.99
7-87647-85263-5	Dr. Barbara Hendel Cold & Sore Throat Relief Tablets	100	CT	\$ 10.99	\$ 10.99
7-87647-85264-2	Dr. Barbara Hendel Fibromyalgia Symptom Relief Tablets	100	CT	\$ 10.99	\$ 10.99
7-87647-85265-9	Dr. Barbara Hendel Homeopathic Calm Tablets	100	CT	\$ 10.99	\$ 10.99
7-87647-85266-6	Dr. Barbara Hendel Indigestion & Bloating Relief Tablets	100	CT	\$ 10.99	\$ 10.99
7-87647-85267-3	Dr. Barbara Hendel Insomnia Relief Tablets	100	CT	\$ 10.99	\$ 10.99
7-87647-85268-0	Dr. Barbara Hendel Leg Cramp Relief Tablets	100	CT	\$ 10.99	\$ 10.99
7-87647-85269-7	Dr. Barbara Hendel Liver Support Tablets	100	CT	\$ 10.99	\$ 10.99
7-87647-85273-4	Dr. Barbara Hendel Nerve Pain Tablets	100	CT	\$ 10.99	\$ 10.99
7-87647-85270-3	Dr. Barbara Hendel Pain & Injury Relief Tablets	100	CT	\$ 10.99	\$ 10.99
7-87647-85271-0	Dr. Barbara Hendel Periodontal & Tooth Pain Relief Tablets	100	CT	\$ 10.99	\$ 10.99
7-87647-85272-7	Dr. Barbara Hendel Psoriasis, Eczema, Seborrhea Tablets	100	CT	\$ 10.99	\$ 10.99
7-87647-85274-1	Dr. Barbara Hendel Rhus Tox 6x,12x,30x,200x Tablets	100	CT	\$ 10.99	\$ 10.99
7-87647-85275-8	Dr. Barbara Hendel Schuessler Cell Salts Tablets	100	CT	\$ 10.99	\$ 10.99
7-87647-85276-5	Dr. Barbara Hendel Sinus Relief Tablets	100	CT	\$ 10.99	\$ 10.99
7-87647-85277-2	Dr. Barbara Hendel Stress, Burnout, & Exhaustion Symptom	100	CT	\$ 10.99	\$ 10.99



## MediNatura Inc. Authorized Retailer Policy

This MediNatura Inc. Authorized Retailer Policy (“Retailer Policy”) is issued by MediNatura Inc. (“MediNatura”) and applies to Authorized Retailers of MediNatura Products (“Products”) in the United States, effective January 1<sup>st</sup>, 2022. By purchasing Products from an Authorized MediNatura Distributor for retail sale, you (the “Retailer”) agree to adhere to the following terms. Until such status is otherwise revoked by MediNatura, in MediNatura’s sole discretion, Retailer shall be considered an “Authorized Retailer” hereunder.

1. **Authorized End User Customers.** Retailer is authorized to sell Products to End Users. An “End User” is any purchaser of the Products who is the ultimate consumer of the Products and who does not intend to resell the Products to any third-party. Retailer shall not sell or transfer Products to any person or entity Retailer knows or has reason to know intends to resell the Products. Retailer shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Retailer shall not sell, ship, invoice, or promote the Products outside the United States without MediNatura’s prior written consent.
2. **Online Sales.** Retailer is authorized to advertise and sell Products through Permissible Public Websites in accordance with the terms herein. A “Permissible Public Website” is a website or mobile application that:
  - a. Is operated by Retailer in Retailer’s legal name or registered fictitious name;
  - b. Conspicuously states Retailer’s legal name, mailing address, telephone number, and email address;
  - c. Does not give the appearance that it is operated by MediNatura or any third party; and
  - d. Is operated in compliance with the terms and conditions set forth in the Online Sales Guidelines, attached as Exhibit A, as MediNatura may amend from time to time.

Retailer shall not advertise or sell Products on or through any website, online marketplace, mobile application, or other online forum other than a Permissible Public Website if in violation of any part of this policy. MediNatura reserves the right to terminate, at any time and in its sole discretion, its approval for Retailer to market and sell Products on the Permissible Public Websites. Retailer must cease all such marketing and sales on the Permissible Public Websites immediately upon notice of such termination. The terms of this Retailer Policy supersede any prior agreement between MediNatura and Retailer regarding the sale of the Products online.

3. **Sales Practices.** Retailer shall always conduct its business in a reasonable and ethical manner, and shall never engage in any deceptive, misleading, or unethical practices or advertising. Retailer shall not make any representations or warranties concerning the Products except as expressed or authorized by MediNatura. Retailer shall comply with all applicable rules, regulations, laws, and policies related to the advertising, sale, and marketing of the Products. Retailer shall represent the Products in a professional manner and shall refrain from any conduct that is or could be detrimental to MediNatura’s reputation.
4. **Quality Controls.**
  - a. Retailer shall comply with all instructions provided by MediNatura regarding the processing, storage, handling, shipping, and disposal of the Products. Products shall be stored in a cool, dry place, away from direct sunlight.
  - b. Promptly upon receipt of the Products, Retailer shall inspect the Products and their packaging for damage, defect, evidence of tampering, or other nonconformance (a “Defect”). If any Defect is identified, Retailer must not offer the Product for sale and must promptly report the Defect to MediNatura at [compliance@medinatura.com](mailto:compliance@medinatura.com)
  - c. Retailer shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted. Retailer shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Retailer shall not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging. Retailer shall not represent or advertise any Product as “new” that has been returned open or repackaged.
  - d. Retailer shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise customers on the selection and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Retailer must be available to respond to customer questions and concerns both before and after sale of the Products and should respond to customer inquiries promptly.

- e. Retailer shall cooperate with MediNatura with respect to any Product recall or other consumer safety information dissemination efforts.
- f. Retailer shall cooperate with MediNatura with respect to any Product tracking systems that may be implemented from time to time.
- g. Retailer shall cooperate with MediNatura in the investigation and resolution of any quality or customer service issues related to Retailer's sale of the Products, including disclosing information regarding Product sources, shipment, and handling.
- h. Retailer shall report to MediNatura any customer complaint or adverse claim regarding the Products of which it becomes aware, and Retailer shall assist MediNatura in investigating any such complaints or adverse claims.
- i. Retailer shall reasonably cooperate with MediNatura in the development and implementation of additional product-specific inspection, storage, handling, and quality procedures to ensure the quality of Products that Retailer sells.

**5. Compliance Investigation.** MediNatura may review Retailer's activities for compliance with this Retailer Policy. Retailer agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Retailer's facilities and records related to the sale of the Products.

**6. Intellectual Property.** Retailer acknowledges and agrees that MediNatura owns all proprietary rights in and to the MediNatura brand, name, logos, trademarks, service marks, trade dress, copyrights, patents, and other intellectual property related to the Products (the "MediNatura IP"). Retailer is granted a limited, non-exclusive, non-transferable, revocable license to use the MediNatura IP solely for purposes of marketing and selling the Products, as set forth herein. The license will cease upon termination of Retailer's status as an Authorized Retailer. All goodwill arising from Retailer's use of the MediNatura IP shall inure solely to the benefit of MediNatura. Retailer's use of the MediNatura IP shall be in accordance with any guidelines that may be provided by MediNatura from time to time (the "Brand Guidelines") and must be commercially reasonable as to the size, placement, and other manners of use. MediNatura reserves the right to review and approve, in its sole discretion, Retailer's use or intended use of the MediNatura IP at any time, without limitation. Retailer shall not create, register, or use any domain name or any mobile application that contains any MediNatura product name or trademark, nor a misspelling or confusingly similar variation of any MediNatura product name or trademark.

**7. Confidentiality.** This Retailer Policy constitutes MediNatura's confidential and proprietary information and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without MediNatura's prior written consent.

**8. Termination.** If Retailer violates the Retailer Policy, MediNatura reserves the right to terminate Retailer's status as an Authorized Retailer with written or electronic notice. Upon termination of a Retailer's status as an Authorized Retailer, Retailer shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Retailer is an Authorized Retailer of MediNatura Products or has any affiliation with MediNatura; and (iii) using all MediNatura IP.

**9. Modification.** MediNatura reserves the right to modify the Retailer Policy with written or electronic notice. Unless otherwise provided, such modifications will take effect immediately and Retailer's continued use, advertising, offering for sale, or sale of the Products, use of the MediNatura IP, or use of any other information or materials provided by MediNatura to Retailer will be deemed Retailer's acceptance of the modifications.

**EXHIBIT A**  
**MediNatura Inc. ONLINE SALES GUIDELINES**

To sell MediNatura Products on Permissible Public Websites, Retailer must adhere to the following terms and conditions:

1. Retailer shall be responsible for all fulfillment to its customers who order Products through Permissible Public Websites, any applicable taxes associated with such individuals' purchases of Products, and any returns of Products.
2. Retailer shall take appropriate measures to ensure that all Products sold through Permissible Public Websites are prepared for shipment in a manner to ensure that the Products are not damaged in transit from Retailer to consumer.
3. Retailer shall not use any third-party fulfillment service to store inventory or fulfill orders for the Products unless separately authorized by MediNatura in writing. Under no circumstances shall Retailer fulfill orders in any way that results in the shipped Product coming from stock other than Retailer's.
4. Retailer warrants that the Permissible Public Websites are and will remain in compliance with all applicable privacy, data security, and accessibility laws, regulations, and industry standards.
5. At MediNatura's request, Retailer will reasonably cooperate in providing access to, and copies of, all web pages that comprise the Permissible Public Websites.
6. In marketing the Products on the Permissible Public Websites, Retailer shall only use images of Products either supplied by or authorized by MediNatura and shall keep all Product descriptions up-to-date.
7. The Permissible Public Websites shall have a mechanism for receiving customer feedback, and Retailer shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Retailer agrees to provide copies of any information related to customer feedback (including any responses to customers) to MediNatura for review upon request. Retailer agrees to cooperate with MediNatura in the investigation of any negative online reviews associated with Retailer's sale of the Products and to use reasonable efforts to assist in resolving such reviews.