

## **MINIMUM ADVERTISED PRICE POLICY EFFECTIVE AS OF JANUARY 1, 2021**

Nutraceutical Corporation (“Nutraceutical”) has adopted this Minimum Advertised Price (“MAP”) policy (“Policy”) for the specified products within the brands set forth on Exhibit A (the “Products”). This Policy is intended to ensure that its wholesale customers who market the Products in the United States or Canada (“Retailer”) on the World Wide Web or internet (“Internet”) do so effectively and that consumers of these Products receive appropriate support.

Nutraceutical’s policy is not to do business with any Retailer that advertises the Products on the Internet at prices below MAP or in any other way that would violate this Policy. Nutraceutical will determine the MAP prices for new Products when introduced, or when existing prices are changed (as contemplated below).

- Products subject to this Policy are found on Exhibit A hereto (the “MAP Page”), which may be updated from time to time at Nutraceutical’s sole discretion. Retailers are responsible to ensure they conform to the latest MAP pricing for all Internet advertising. The MAP Page also identifies allowed deviations and time frames.
- Updates to the MAP Page will be sent to Retailers *via* email.
- This Policy applies to all Retailers who advertise the Products in any manner on the Internet and to *all* types of Internet advertising, including social media campaigns, online ads, and websites. Advertising specifically includes any communication of price accessible by a web crawler.
- No Nutraceutical employee or agent is authorized to modify, interpret, or grant exceptions to this Policy; solicit or obtain the agreement of any person to this Policy; or otherwise discuss any aspect of this Policy with any Retailers, including that Retailer’s or any other Retailer’s compliance with the terms of the Policy. The Nutraceutical MAP Policy Administrator is the only person authorized to communicate decisions regarding the Policy. Retailers with comments or questions may submit them in writing to [mapadministrator@nutracorp.com](mailto:mapadministrator@nutracorp.com).
- Each Retailer is solely responsible for its compliance with the Policy. Nutraceutical will not review ads, websites, or other Retailer collateral in advance to determine compliance or otherwise approve any Retailer plans submitted to Nutraceutical.
- This Policy applies only to *advertised* prices and not to the prices at which products are actually sold.
- This Policy has been unilaterally adopted by Nutraceutical, and it informs Retailers of a unilateral Nutraceutical business decision. Nutraceutical is not seeking and will not accept agreement from any Retailer to comply with the Policy. It is entirely within the discretion of the Retailer to comply or not comply.
- If a Nutraceutical representative seems to suggest that this Policy applies to the Retailer’s actual sales price, or that there is an agreement between Nutraceutical and any Retailer as to its advertised or actual selling price, that is wrong. Please report the incident to [mapadministrator@nutracorp.com](mailto:mapadministrator@nutracorp.com) or to [legal@nutracorp.com](mailto:legal@nutracorp.com).
- If Nutraceutical learns of a Retailer’s advertising that does not comply with MAP, Nutraceutical will take the action listed in the Suspension Schedule (below). These actions are not debatable or appealable and will not be changed based on a Retailer’s commitment regarding future practices. Nutraceutical will accept no assurance of compliance with this Policy from any Retailer or other

party. Retailers should not communicate (to Nutraceutical or to other resellers) their intentions regarding this Policy.

- From time to time, Nutraceutical may offer rebates or special promotions on Products and in such cases, Nutraceutical will update the Nutraceutical MAP Page via email. A Retailer may match (but not exceed) any such rebate or special promotion, only during the period that Nutraceutical offers the same. Advertising the same rebate or special promotion does not violate this Policy, as long as the MAP price is shown by the Retailer along with the compliant rebate or discount amount.
- Advertising “free shipping” does not violate this Policy. Advertising a free bottle, two-for-one, free gift cards, services, or merchandise with the Products does violate this Policy, except as described in the prior paragraph.
- Two or more Products may be featured in the same ad, as long as the advertised price for each product is not below that product’s MAP (or, if two products are advertised at a single bundled price, the combined advertised price is not below the combined MAP for the two products). Products may not be combined with products from other brands.
- It is the Retailer’s responsibility to ensure that any advertising is not misleading.
- Advertising without prices does not violate this Policy. Advertising in a way that suggests that the Retailer is offering covered products at prices below MAP is a violation of this Policy. Examples of such violations include “prices too low to mention,” or “our manufacturer won’t let us tell you the price,” “click here for lower price,” “add to shopping cart to see price,” “log-in for price,” “mouse over for price,” “call for price,” “email for a better Price,” and a MAP strike-through (example: ~~\$339.00~~).
- It is a violation of this Policy to allow any third party to modify the advertised price for any Nutraceutical Product.
- It is not a violation of this Policy to advertise discounts attributable to “Subscribe and Save,” “Auto-ship and Save,” “Repeat Delivery,” or other subscription or auto-replenishment loyalty discount programs even if those discounts result in an advertised price below the MAP.
- This Policy does not apply to any reduced price that a Retailer wishes to place within a purchaser’s online shopping cart as a final stage of an online purchase(s), so long as the customer enters the final stage on his/her own without any reference on the website that a lower price will be found at the final purchasing stage.
- Stating a price orally, either in person or by telephone, does not violate this Policy. Sending an unsolicited email with a price (other than MAP) violates this Policy, whereas responding to an individual customer email asking about a price does not violate this Policy.

**Nutraceutical greatly values the efforts of its Retailers to market and sell Products and support our mutual customers. We are confident that you understand our commitment to customer satisfaction and our need to communicate this Policy clearly and concisely to meet legal requirements and avoid misunderstandings. This Policy may be terminated or changed by Nutraceutical at any time in its sole discretion. Terms and conditions of sale of Products can be found at [www.nutraceutical.com/terms](http://www.nutraceutical.com/terms).**

## **SUSPENSION SCHEDULE**

### **Noncompliance of this Policy will result in the following suspensions:**

1. First act of noncompliance will result in suspension of the product(s) for which violation of MAP occurred for three (3) months from notification of violation by Nutraceutical.
2. Second act of noncompliance will result in suspension of the product(s) for which violation of MAP occurred for six (6) months from notification of violation by Nutraceutical.
2. Third act of noncompliance will result in termination of account's ability to purchase the product(s) for which violation of MAP occurred.

**EXHIBIT A**  
**PRODUCTS**  
**(Attached hereto)**