



**Exclusive USA Importer:**

Penn Herb Company, Ltd.  
10601 Decatur Rd, Suite 200  
Philadelphia, PA 19154

Phone: 800-523-9971 Fax: 215-632-7945

November 19, 2019

Dear Valued Customer,

Penn Herb Company, Ltd. enforces a MAP (Minimum Advertised Pricing) Policy for all resellers of Olbas<sup>®</sup> Herbal Remedies Brand products. Included in this document:

- **MAP (Minimum Advertised Pricing) Policy for Olbas<sup>®</sup> Herbal Remedies Brand products**
- **EXHIBIT A: OLBAS<sup>®</sup> HERBAL REMEDIES MAP PRICING**

You can also find the MAP Policy online here: <http://Olbas.com/MAP-Policy>

Sincerely,

Karen Page  
National Sales Manager  
Olbas<sup>®</sup> Herbal Remedies  
800-523-9971 Ext: 317  
Email: [karen@olbas.com](mailto:karen@olbas.com)

**PENN HERB COMPANY, LTD.**  
**OLBAS® HERBAL REMEDIES MAP (Minimum Advertised Pricing) POLICY**  
**Effective May 1<sup>st</sup>, 2017**

Penn Herb Company, Ltd. relies upon direct distribution, its network of distributors, brokers, and retailers to purchase, distribute, market, and sell Olbas® Herbal Remedies Brand Products. Penn Herb Company has taken the utmost care, and devoted substantial resources, toward cultivating positive customer recognition of the Olbas® Herbal Remedies Brand Products brand name, trademarks and innovative products. In order to maintain its brand position and ensure high quality presentation of these premium products, Penn Herb Company unilaterally adopts this Minimum Advertised Price Policy ("Policy"). The Policy is also designed to incentivize the efforts of our distributors, brokers and retailers (collectively, "resellers") to invest resources in creating a great experience for our customers.

**PLEASE NOTE THAT THIS MAP POLICY APPLIES TO ADVERTISING ONLY AND IN NO WAY LIMITS THE RIGHT OF ANY RESELLER TO SET ITS OWN PRICES. THIS POLICY IS DISSEMINATED FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSIDERED A BINDING AGREEMENT BETWEEN PENN HERB COMPANY, LTD. AND ANY RESELLERS.**

Policy Statement

Penn Herb Company, Ltd. unilaterally establishes and enforces at its sole discretion this Minimum Advertising Price policy on Olbas® Herbal Remedies Brand Products and reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this MAP Policy at a price lower than the MAP price.

Official Policy and Guidelines:

1. MAP pricing applies to retail pricing only; it does not apply to prices displayed or published by distributors to wholesale customers. MAP pricing does apply when a distributor is selling at the retail level.
2. Distributors of Olbas® Herbal Remedies products will make available a copy of this MAP Policy to all Olbas® Herbal Remedy Dealers that the distributor services.
3. This MAP Policy shall apply to all the products listed in Exhibit A ("MAP Products"). Penn Herb Company, Ltd. reserves the right to update or modify this list at any time. Penn Herb Company, Ltd. will also maintain a list of MAP Products online here: <http://Olbas.com/MAP-Policy>
4. The Policy applies to all advertisement of MAP Products in any and all media, including but not limited to flyers, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media, websites, forums, social media sites, apps, email newsletters, email solicitations, television, radio and public signage.
5. This Policy includes advertising of any rebates, membership discounts, banner discounts, store-wide or department sales (20% off, buy-one-get-one-50% off), gift card or free gift with purchase, bundled product discounts or any other advertised discount on the MAP Products that has the effect of discounting the advertised price of a MAP Product below the MAP price. An advertisement that bundles or includes free or discounted MAP products is covered by this Policy and will be considered in

violation of this Policy if it has the effect of discounting the advertised price of the MAP Products below the MAP price.

6. The MAP Policy applies only to advertised prices and not to the price at which MAP Products are actually sold or offered for sale to an individual within the store location of any reseller or over the telephone. The MAP Policy does not apply to any physical in-store advertising that is not distributed to customers.
7. Pricing listed on an internet site is considered an “advertised price” and must adhere to the MAP policy. Website features such as “click for price,” “bounce-back” pricing e-mails and automatic price display are considered advertising under this MAP policy. Once the price is associated with the purchase (i.e., product is placed in the shopping cart), the price becomes the selling price and is not bound by this MAP policy.
8. It shall not be in violation of this MAP Policy to advertise in general that the reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the reseller does not include any advertised price below the MAP Products’ price and otherwise complies with this MAP Policy.
9. Upon a reseller’s first violation of MAP policy, reseller will receive a written warning with a 48-hour window to correct the violation and comply with MAP, during this window, reseller’s account will be placed on a temporary hold. If reseller fails to comply or there is a subsequent violation, reseller will receive another warning and reseller’s account will be placed on an indefinite hold, blocked from placing new orders. If a reseller with multiple store locations violates this MAP Policy at any particular store location, Penn Herb Company, Ltd. will consider this to be a violation by all of resellers’ locations.
10. Any decision to reinstate a reseller’s ability to purchase a MAP Product after the reseller has advertised that Product below the applicable MAP price will be at the sole discretion of Penn Herb Company, Ltd. Penn Herb Company, Ltd. does not ask for, and will not accept, any assurances of future compliance with this Policy as a condition of reinstatement.
11. In its sole discretion, Penn Herb Company, Ltd. monitors the advertised price of resellers, either directly or via the use of third party agencies or tools. Third party agencies retained by Penn Herb Company, Ltd. may engage in monitoring of any advertisements.
12. Penn Herb Company, Ltd. will not respond to questions or comments from one reseller about the activities or advertising of any other reseller. It is neither the duty nor the role of any reseller to attempt to enforce this Policy against another reseller.
13. Penn Herb Company, Ltd. employees, sales representatives, brokers and distributor representatives are NOT permitted to modify, waive, or in any way amend this MAP Policy or make any agreements or assurances with respect to Penn Herb Company, Ltd.’s policy regarding reseller advertising of its Olbas® Herbal Remedies products. This also includes any consumer promotion that affects MAP Products.
14. Penn Herb Company, Ltd. will appoint a MAP Policy Administrator who shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to resellers

regarding the policy and receiving any communication regarding sanctions imposed under this MAP policy. Resellers have no right to enforce the MAP Policy.

15. Penn Herb Company, Ltd. believes this policy is clear and unambiguous. Should you have any inquiries regarding this Policy, however, please direct them **in writing** to the Penn Herb Company, Ltd. MAP Policy Administrator, Keith Page, c/o Penn Herb Company, Ltd. 10601 Decatur Road, Suite 200, Philadelphia, PA 19154, or by email: keith@olbas.com.
16. Penn Herb Company, Ltd. may suspend this and any subsequent MAP policies at any time, without notice, for any reason it deems necessary.

**EXHIBIT A**

**PENN HERB COMPANY, LTD.  
 OLBAS® HERBAL REMEDIES MAP (Minimum Advertised Pricing) POLICY  
 OLBAS® HERBAL REMEDIES MAP PRICING**

<b>CODE/ITEM #</b>	<b>DESCRIPTION</b>	<b>MSRP</b>	<b>MAP</b>	<b>UPC</b>
LL10	Olbas® Oil - .32 fl. oz. Bottle (10ml)	\$9.95	\$7.76	715486500110
LL10-12	Olbas® Oil - .32 fl. oz. Bottle (10ml) 12 Pc	\$119.40	\$93.12	715486500158
LL28	Olbas® Oil - .95 fl. oz. Bottle (28ml)	\$19.95	\$15.56	715486500226
LL28-12	Olbas® Oil - .95 fl. oz. Bottle (28ml) 12 Pc	\$239.40	\$186.72	715486500264
LL30	Olbas® Oil – 1.01 fl. oz. Bottle (30ml)	\$19.95	\$15.56	715486500233
LL30-12	Olbas® Oil – 1.01 fl. oz. Bottle (30ml) 12 Pc	\$239.40	\$186.72	715486500271
LL50	Olbas® Oil - 1.65 fl. oz. Bottle (50ml)	\$32.95	\$25.70	715486500318
LL50-6	Olbas® Oil - 1.65 fl. oz. Bottle (50ml) 6 Pc	\$197.70	\$154.20	715486500356
LLC30	Olbas® Oil for Children – 1.01 fl. oz. Bottle (30ml)	\$19.95	\$15.56	715486501230
LLC30-12	Olbas® Oil for Children – 1.01 fl. oz. Bottle (30ml) 12 Pc	\$239.40	\$186.72	715486501278
LSA	Olbas® Analgesic Salve - 1 oz. Tube (28g)	\$9.95	\$7.76	715486502114
LSA-12	Olbas® Analgesic Salve - 1 oz. Tube (28g) 12 Pc	\$119.40	\$93.12	715486502152
LCS4	Olbas® Cough Syrup - 4 fl. oz. Bottle (118ml)	\$9.95	\$7.76	715486504200
LCS4-12	Olbas® Cough Syrup - 4 fl. oz. Bottle (118ml) 12Pc	\$119.40	\$93.12	715486504255
LBA4	Olbas® Bath - 4 fl. oz. Bottle (118ml)	\$9.95	\$7.76	715486503104
LBA4-12	Olbas® Bath - 4 fl. oz. Bottle (118ml) 12 Pc	\$119.40	\$93.12	715486503159
LBA8	Olbas® Bath - 8 fl. oz. Bottle (236ml)	\$17.95	\$14.00	715486503203
LBA8-6	Olbas® Bath - 8 fl. oz. Bottle (236ml) 6 Pc	\$107.70	\$84.00	715486503258
LIN	Olbas® Inhalers - 0.01 oz. (285mg)	\$5.95	\$4.64	715486505108
LIN-12	Olbas® Inhalers - 0.01 oz. (285mg) Counter Display 12 pc	\$71.40	\$55.69	715486505153
LINS-12	Olbas® Inhalers - 0.01 oz. (285mg) Clip Strip 12 pc	\$71.40	\$55.69	715486505207
LTEA	Olbas® Herbal Tea - 7 oz. Can (200mg)	\$19.95	\$15.56	715486507102
LTEA-12	Olbas® Herbal Tea - 7 oz. Can (200mg) 12pc	\$239.40	\$186.72	715486507157
LOZ	Olbas® Lozenges - 24 Lozenges	\$6.95	\$5.42	715486506204
LOZ-12	Olbas® Lozenges - 24 Lozenges 12 Pc	\$83.40	\$65.04	715486506259
LPS	Olbas® Pastilles - 1.6 oz. Box (45g) (27 count)	\$6.95	\$5.42	715486506105
LPS-12	Olbas® Pastilles - 1.6 oz. Box (45g) (27 count) 12 Pc	\$83.40	\$65.04	715486506150

**PENN HERB COMPANY, LTD. - OLBAS MAP POLICY**  
**Frequently Asked Questions (“FAQ’s”)**

Note that these FAQs are illustrative only, and to the extent there is any conflict, the MAP Policy controls.

**1. Are all forms of advertising covered by the Policy?**

A: All forms of advertising are covered; however the MAP Policy does not apply to any physical in-store advertising that is not distributed to customers.

**2. Are all SKU's/products covered by the MAP?**

A: No. Only the products listed in the Policy. The list may change over time, but any changes will be distributed to resellers and / or posted on the Olbas.com website.

**3. What if a reseller's printed weekly circular advertises a MAP Product at a price below the MAP price?**

A: The weekly circular violates the Policy.

**4. How often are the MAP Product prices updated in the Policy?**

A: Penn Herb Company Ltd. may update the prices periodically at its discretion, and will announce any changes to its resellers. Olbas.com will post a current list of MAP Products and prices.

**5. Can a reseller advertise a price higher than the listed MAP price?**

A: Yes.

**6. What types of advertising does the Policy prohibit?**

A: This Policy prohibits advertising a MAP Product below the MAP price, in any form, including, but not limited to any rebates, membership discounts, banner discounts, store-wide or department sales (20% off, buy-one-get-one-50% off), gift card or free gift with purchase, bundled product discounts or any other advertised discount on the Products that has the effect of discounting the advertised price of a MAP Product below the MAP price.

**7. Will advertising a storewide coupon with a discount (10% off everything in the store) violate this Policy?**

A: Yes, if the Products are advertised together with the coupon. In other words, the advertising should not display any MAP Product, in words or pictures, together with the storewide discount.

**8. Will a banner ad at the top of my website advertising a discount or promotion (e.g., 20% off all products) violate this Policy?**

A: Yes, if the MAP Products are advertised together with the banner ad.

**9. Does it violate the Policy to advertise a generic “\$5.00 off” a certain category of products, where some of the products are covered by the MAP Policy and some of them are not?**

A: Yes. This is a violation of the Policy unless the MAP Products are expressly excluded from the advertised discount.

**10. Does advertising a discounted bundle of products violate the Policy, where only one of the products is a MAP Product?**

A: Yes, it violates the Policy to advertise a MAP Product as part of a discounted bundle unless the MAP Product is clearly advertised at the MAP Price.

**11. Does advertising a Gift Card (GC) or a Gift with Purchase (GWP) violate the Policy?**

A: Yes, if the product to be purchased in order to qualify for the GC or GWP is a MAP Product.

**12. What if a reseller's website mistakenly lists a SKU below the MAP price?**

A: The Policy does not permit us to determine whether an advertisement was a "mistake" or not. Accordingly, the Policy will apply according to its clear terms.

**13. What if a reseller has been cited for more than one SKU violation of the Policy?**

A: The Policy will apply according to its clear terms for each SKU.

**14. What if a reseller repeatedly violates the Policy?**

A: A frequent violator of the Policy risks losing the privilege of selling our products and potentially being terminated as an account.

**15. What if a reseller promises not to do it again?**

A: Unfortunately, we cannot accept such promises nor do we ask you to promise to comply. Reinstatement is a decision made unilaterally by Penn Herb Company, Ltd.

**16. Does this policy apply to the actual sale price of the products?**

A: No. Every reseller is free to establish any sale price that they choose. This policy applies to the price at which the MAP Products are advertised off-site (i.e., not in the physical store), including all advertised discounts and rebates. The policy does not apply to the actual sales price in a store, or reflected on any "shopping cart page" of a website.

**17. What if another reseller advertises a product below the MAP price and we match this advertised price in store?**

A: This would not be a violation of the Policy, as long as you do not also advertise this price outside your store.

**18. What should we do if another reseller advertises a product below the MAP price?**

A: Nothing. We do not ask for, nor will we accept, complaints from a reseller about another reseller's advertised prices. Resellers should not attempt to enforce the MAP policy against other resellers.

**19. If a retailer advertises a MAP Product below the MAP price, should the distributor stop selling to that retailer?**

A: Distributors may sell to whomever they wish. Penn Herb Company, Ltd. is not asking distributors to assist with enforcing the MAP Policy. However, upon confirming a violation of the MAP Policy by a reseller, Penn Herb Company, Ltd. will warn the reseller of their violation and may be blocked from ordering in accordance with the Policy.

**20. With whom can I discuss this policy?**

A: If you would like to make a comment about the MAP Policy you may email the MAP Administrator Keith Page, at [keith@olbas.com](mailto:keith@olbas.com).