



ONLINE MINIMUM ADVERTISED PRICE AND RETAILER POLICIES – updated 08/2022

Liquid Health Inc® (“Manufacturer”) is hereby adopting the following Minimum Advertised Price Policy (the “MAP Policy”) designed to protect the long-term strength and integrity of its brand, and retailers’ investment in Manufacturer and its products (“Products”), by helping retailers engage in advertising that best conveys to customers the value of Manufacturer’s Products.

The MAP Policy applies to all online retailers and resellers selling through Online locations and/or advertising through Electronic Media (“Retailer”) whether purchasing direct from Liquid Health Inc® or wholesale distributors, including but not limited to UNFI, Select Nutrition, KeHe, Animal Supply Co., etc. (“Distributor”) to maintain an advertised pricing structure. The MAP Policy applies to advertised prices, not the prices at which Products are actually sold, and each Retailer is free to set its actual resale price for any Product independently. Retailers must be in compliance no later than October 1, 2022.

1. Retailers are not allowed to sell Manufacturer’s Products on any third-party online marketplace including but not limited to, AMAZON, WALMART, EBAY, etc. Retailers may sell Products on all other online retail websites so long as MAP is followed.
2. The MAP Policy may be adjusted by Manufacturer from time to time, at its sole discretion.
3. The MAP Policy applies to all advertisements of Manufacturer Products over the Internet or similar electronic media including websites, email newsletters, email solicitations, and in any and all other media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage. No such advertisement will represent or imply that any Product may be sold by a Retailer, Sub Distributor or Fulfillment Center for less than the full Minimum Advertised Prices.
4. Any advertised discount or offer made by Retailers cannot lead to final pricing being any lower than the full Minimum Advertised Prices.
5. Current MAP pricing will always be found on the Manufacturer’s current wholesale pricelist.
6. “Bundling” or including a free or discounted product (whether made by Manufacturer or another manufacturer) with a Manufacturer Product would violate this MAP Policy and is not permitted.
7. For multipack offers the Minimum Advertised Price of the multipack is the quantity of SKU(s) in the multipack multiplied by the respective Minimum Advertised Price of the SKU(s) that comprise said multipack.
8. Any strike-through or other alteration of the Minimum Advertised Price is prohibited.
9. The MAP Policy does not establish maximum advertised prices. All Retailers may offer Manufacturer Products at any price in excess of the Minimum Advertised Price. Internet auctions may not display or have reserved bid, “buy it now” or other acceptable prices below the Minimum Advertised Price.
10. The MAP Policy does not in any way limit the ability of any Retailer to advertise that “they have the lowest prices” or, they “will meet or beat any competitor’s price,” that consumers should “call for a price” or phrases of similar import as long as the price advertised or listed for Products is not less than Minimum Advertised Prices.



11. From time to time, Manufacturer may permit Retailers to advertise one or more of the Manufacturer Products covered by this MAP Policy at prices lower than the MAP for a specified period. In such case, Manufacturer will notify its resellers in advance of the details of the limited suspension or modification of this MAP Policy.

MAP Policy Violation Consequences

In the case of a violation of the MAP Policy, Manufacturer holds the right to withhold or cancel any future orders to Retailer. If purchasing from a distributor, said distributor may be notified to suspend shipment or account from future orders. Each violation of this Policy is cumulative, and the same act(s) or failure(s) to act may result in multiple violations if not addressed as required by this Policy. So, during the period that this Policy is in effect:

- a. **For the first violation:** Such Retailer will remove or cause to be removed the offending reference(s), text, or term(s) no later than two (2) business days after receiving notice thereof from Liquid Health Inc®. Any violation of the third-party website sales policy will be addressed immediately with the direct seller's website to remove any unauthorized listings immediately.
- b. **For the second violation:** If the offending reference(s), text or term(s) that caused the first violation is or are not so removed or such Retailer violates this Policy a second time with the same item(s) of the MAP Products or violates this Policy with any other item(s) of the MAP Products or displays any other offending reference(s), text or term(s), effective as of the date specified in notice from Manufacturer to such Retailer and continuing until Manufacturer provides notice to such Retailer that it is in compliance with this Policy, the authorization of such Retailer to purchase any or all Manufacturer's Products is immediately revoked and all pending orders (even if accepted) will be cancelled and all new orders will not be accepted from such Retailer for any or all Manufacturer's Products until such a time as Manufacturer determines complete compliance has been achieved.
- c. **For the third violation:** If such Retailer violates this Policy a third time with the same item(s) of the MAP Products or violates this Policy with any other item(s) of the MAP Products or displays any offending reference(s), text or term(s), effective as of the date specified in notice from Manufacturer to such Retailer, the authorization of such Retailer to purchase any or all Manufacturer's Products is immediately revoked by Manufacturer, so that all pending orders (even if accepted) will be cancelled and all new orders will not be accepted from such Retailer for any or all Manufacturer's Products.

Trademark Materials

In exchange for compliance with the policies outlined herein, Manufacturer will offer the following to Retailers:

1. Authorization for use of Manufacturer' trademarks, images, and copy, in compliance with the trademark and brand policies of Manufacturer



2. Authorization for use of Manufacturer' trademarks on Internet Search Engines (i.e., Google, Amazon, eBay, Walmart, Yahoo!, Bing)

Acknowledgements

1. Manufacturer may modify or terminate this Policy at any time. Likewise, Manufacturer may suspend this Policy for certain promotions or time periods at its sole discretion. Manufacturer will notify Resellers at least thirty (30) days in advance of any change to the MAP price, and Resellers must implement the new MAP Price by the end of such thirty (30) day period.
2. Manufacturer is establishing this Policy unilaterally without Reseller involvement. Resellers are not required to or even allowed to assent to this Policy. Resellers may choose to follow the Policy or not, understanding that failure to follow the Policy will lead to the consequences identified above. The terms of this Policy are non-negotiable and will not be altered or suspended for any Reseller(s). Manufacturer will not discuss any conditions of acceptance of or related to this Policy.
3. By purchasing product through Distributors, reseller is automatically entering into agreement and agrees to adhere to Manufacturer MAP Policy.
4. Reseller must use most current product content and product imagery only approved by and provided by Manufacturer.

This MAP policy has been established by Liquid Health Inc® to help ensure the legacy of Liquid Health Inc® as a top producer of high-quality nutritional supplements and to protect the reputation and value of its name and products. The MAP Policy is also designed to ensure dealers, resellers and sales representatives have the incentive to invest resources into services for Manufacturer's customers.