



ONLINE MINIMUM ADVERTISED PRICE AND RETAILER POLICIES

American Biosciences, Inc. ("Manufacturer") is hereby adopting the following Minimum Advertised Price Policy ("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 American Biosciences, Inc. products.

The MAP Policy applies to all retailers, resellers, and distributors ("Retailers") of Products 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. The MAP Policy takes effect on Retailers, and Retailers must be in compliance no later than July 25, 2017. The Minimum Advertised Prices for Products are:

MINIMUM ADVERTISED PRICE (MAP)

UPC Code	Description	Size	SRP	MAP
6 78226 11120 8	CHOLEST SOLVE 24/7	120 TAB	\$49.95	\$39.99
6 78226 03290 9	DIGESTSOLVE	90 CAP	\$34.95	\$27.99
6 78226 12060 6	FLEX SOLVE 24/7	60 TAB	\$19.95	\$15.99
6 78226 03430 9	IMMPOWER D3	30 VCAP	\$34.95	\$27.99
6 78226 00130 1	IMMPOWER,500 MG	30 VCAP	\$54.95	\$34.99
6 78226 00930 7	IMMUNE(AHCC)SUPPT /PETS NK9	30 CAP	\$32.95	\$26.99
6 78226 01430 1	SLEEP SOLVE 24/7	30 TAB	\$39.95	\$31.99
6 78226 01360 1	SUGAR SOLVE 24/7	60 SGEL	\$29.95	\$23.99
6 78226 01560 5	DGP MOBILITY & FLEX, DOGS	60 TAB	\$39.95	\$31.99
6 78226 04160 4	Metatrol, FWGE-SC	60 VCAP	\$199.95	\$159.99
6 78226 00830 0	AveUltra FWGE	30 PKTS	\$199.95	\$159.99
6 78226 01070 9	HP8 Herbal Prostate Formula	70 VCAP	\$49.95	\$39.99

- A. The MAP Policy shall apply to all Retailers. Minimum Advertised Prices may be adjusted by Manufacturer from time to time, at its sole discretion.
- B. The MAP Policy applies to all advertisements of Products over the Internet or similar electronic media including websites, email newsletters, and 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 for less than the full Minimum Advertised Prices.
- C. "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.
- D. 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.

- E. Any strike-through or other alteration of the Minimum Advertised Price is prohibited.
- F. 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.
- G. 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 Price.
- H. 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 Minimum Advertised Price 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.
- I. Including in any advertising for a Product covered by this MAP Policy a gift card, coupon or any other type of discount that would effectively immediately reduce the advertised price of Product below the Minimum Advertised Price then in effect for such Product will constitute a violation of this MAP Policy. Advertising that includes a gift card, coupon or any other type of discount on future purchases (regarding of whether or not for Products) shall be evaluated under the same guidelines as describes in Section C regarding Bundling.
- J. A Retailer with multiple online storefronts or websites ("Websites") that violates this MAP Policy at any particular Website will be considered to have violated this MAP Policy at all of its Websites.
- K. Manufacturer's sales representatives are not permitted to make any agreement with any Retailer with respect to the advertising or pricing of Products, including without limitation, modifications to this MAP Policy.
- L. In the case of a violation of the MAP Policy the following actions will be taken by Manufacturer against the Retailer:
- 1st Violation: Notification of violation and request for policy compliance is requested.
 - 2nd Violation: Removal of purchasing privileges until prices are adjusted.
 - 3rd Violation: Removal of purchasing privileges for thirty (30) days.
 - 4th Violation: Permanent removal of purchasing privileges.
- M. Retailer agrees to comply with all requirements applicable to sales of Products now in force, or which may hereafter be in force, of all municipal, county, state and federal authorities. Without limiting the foregoing, Retailer shall file sales and use tax returns in all jurisdictions where such filing is required and shall timely pay any taxes due.

