

SAN HELIOS

ONLINE MINIMUM ADVERTISED PRICE AND RETAILER POLICIES

San Helios, 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, online resellers, and online distributors of Manufacturer’s Products (“Retailer”) 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 November 1, 2019. The Minimum Advertised Prices for Products are:

MINIMUM ADVERTISED PRICE (MAP) SCHEDULE

TITLE	UPC	SIZE	SRP	MAP
Circu Caps 96	364031202001	96 caps	\$ 33.99	\$ 27.19
Circu Caps HD	364031207051	50 caps	\$ 26.99	\$ 21.59
Circu Caps 48	364031201004	48 caps	\$ 19.99	\$ 14.99
Curbita	364031207006	30 caps	\$ 24.99	\$ 18.74

- A. The MAP Policy may be adjusted by Manufacturer from time to time, at its sole discretion.
- B. The MAP Policy applies to all advertisements of Manufacturer 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, Sub Distributor or Fulfillment Center 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 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.

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 the Manufacturer 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. Manufacturer's sales representatives are not permitted to make any agreement with any Retailer with respect to the advertising or pricing of Manufacturer Products, including without limitation, modifications to this MAP Policy.

K. In the case of a violation of the MAP Policy, Manufacturer holds the right to withhold or cancel any future orders to Retailer

a. The first MAP violation will result in a written warning with a 48-hour window within which Retailer must correct the violation and comply with MAP. Retailer's account will be placed on a temporary hold.

b. If Retailer fails to comply or there is a subsequent MAP violation, a written warning will be issued to Retailer and Retailer's account will be placed on an indefinite hold, blocked from placing new orders.

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

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

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