



## **MINIMUM ADVERTISING PRICING POLICY**

### **Authorized Vendors**

Youtheory and/or Nutrawise Corporation (“Nutrawise”) has established a Minimum Advertising Pricing (“MAP”) Policy which all of its distributors, brokers, resellers, and retailers must follow in advertising and marketing Youtheory and/or Nutrawise Products (hereinafter collectively referred to as “Nutrawise Products”). Nutrawise has developed this unilateral MAP Policy in order to build and maintain the integrity of the Youtheory and Nutrawise brands and to build brand equity, retailer confidence and consumer service and satisfaction. As such, all sales of Nutrawise Products through retail outlets, the Internet or otherwise are subject to this MAP Policy. By purchasing, otherwise acquiring, holding for sale or selling to end consumers Nutrawise Products, each person or entity by such action voluntarily acknowledges receipt, understanding and intent to comply with the terms and conditions of this MAP Policy. Nutrawise reserves the right to update this MAP Policy at any time upon reasonable notice and posting of such updated MAP Policy on its website and/or distribution in writing to distributors, brokers, dealers, and retailers.

### **Authorized Retailers:**

A Nutrawise authorized retailer (“Retailer”) includes any person or entity who or which obtains Nutrawise Products for resale through established and approved distributor and broker channels. Retailers agree to follow this MAP Policy when advertising Nutrawise

Products for sale to end customers. Unauthorized retailers have no rights to sell Nutrawise Products under any circumstances.

**MAP Policy Guidelines:**

If a Retailer chooses to advertise a price for a Nutrawise Product, the Nutrawise Product may not be advertised, either expressly or by implication, at a price less than twenty percent (20%) below Manufacturer's Suggested Retail Price (MSRP), or less than the MAP published on the Nutrawise and Youtheory websites, or less than the amount listed on the Nutrawise or Youtheory official price list supplied to Retailers, a current copy of which is attached hereto as Exhibit "A." Any advertisement for a Nutrawise Product which shows a price below the MAP for the Nutrawise Product will be considered a violation of this MAP Policy. This MAP Policy is directed at advertised prices only and not at the prices actually charged by Retailers. Retailers remain free to establish their own resale prices of any and all Nutrawise Products based upon their own preferences.

MAP applies to advertising of Nutrawise Products in any and all media, including but not limited to, print ads (inserts, magazines, newspapers, etc.), broadcast (radio, TV, instant messaging), catalogs and other direct mail, faxes, outdoor (billboards, banners, etc.), and internet or similar electronic media (websites, banner ads, broadcast emails, mobile phone messaging, destination pages, etc.), and any flyers, posters or coupons.

**Internet Pricing:**

Any price information related to Nutrawise Products on any Internet website is considered to be "advertising" and must conform to this MAP Policy. MAP applies to all websites and other Internet reference sites, either expressed or implied, except for references contained solely on invoices or final website checkout/shopping cart displays showing purchases by end

consumers at the end of the purchase process online. Advertising that expresses or implies a price below MAP which results in a price displayed below MAP other than at final checkout is in violation of this MAP Policy. Retailers are responsible for ensuring their pricing is at or above the MAP on any and all Internet search engines.

### **Promotional Discounts:**

If Nutrawise authorizes a promotional discount program for a Nutrawise Product, Retailers may advertise a price for that Nutrawise Product during the promotional discount program period which is lower than MAP (but not lower than the promotional discount), pursuant to the authorized terms of the promotional discount program.

### **Price Matching Policies:**

Price matching cannot be accepted as a valid reason for violations of this MAP Policy. Retailers shall not consider it permissible to advertise prices below the MAP in order to meet competition.

### **Enforcement:**

Nutrawise shall have full discretion in enforcing its MAP Policy. In determining the price at which Nutrawise Products are or were advertised, the value of any “free” or “discounted” product, free shipping, other items provided with the purchase, coupons, or rebates may be considered.

Immediately following verification that a Retailer has advertised any Nutrawise Product at a price less than the MAP, Nutrawise may, without assuming any liability, cancel all orders, indefinitely refuse to accept any new orders, advise any distributor to refuse any order from any Retailers and/or terminate any relationship with any Retailer. Nutrawise may also revoke the right to purchase any Nutrawise Products from Nutrawise, revoke eligibility to

receive special pricing or volume discounts, revoke free freight privileges, and revoke marketing support, co-op advertising, etc.

Upon imposing sanctions for violation of this MAP Policy, Nutrawise will send written notice to the offending Retailer listing the sanctions imposed and stating when the sanctions will take effect.

Nutrawise expressly reserves the right to advertise its own products directly to consumers at any price at any time in its sole discretion to assist with cash flow, inventory control, or any other company/business need.

If any legal action, arbitration, or other proceeding is brought for enforcement of this MAP Policy, or because of an alleged dispute, breach, default, or misrepresentation in connection with this MAP Policy, the successful or prevailing party will be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which they may be entitled.

This Map Policy, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of the State of California. Any action or proceeding brought to enforce this MAP Policy will be commenced and maintained in the county of Orange, State of California.

**Unilateral Policy:**

This MAP Policy is not an agreement or an offer to form an agreement with any Retailer, it simply describes unilateral conditions under which Nutrawise may, in its sole discretion, choose to supply or sell Nutrawise Products to Retailers.