

[Vibrant Health] Unilateral Minimum Advertised Price Policy

[Vibrant Health] (“Supplier”, “we”, or “us”) has determined that advertising Supplier products at prices below certain levels established by Supplier undermines Supplier’s trade reputation, image, and marketing strategy. In an effort to uphold and maintain the high-quality reputation and premium brand image that Supplier has established through significant investment, time, and effort. Supplier has implemented this Unilateral Minimum Advertised Price Policy (“MAP Policy”). This MAP Policy is intended to help ensure the continued value of the image of Supplier and its products to the public.

A. General Guidelines

1. The products covered by this MAP Policy include all products sold under the Vibrant Health brand. Authorized resellers, whether offering products online may not advertise prices for Supplier products that are less than the prices on the Retail Price Schedule listed in **Exhibit A**. The Retail Price Schedule can be updated at Supplier’s discretion. Resellers are responsible for staying current with this MAP Policy. Advertising that in any way suggests or implies a price lower than the MAP set by Supplier will be considered a violation of this MAP Policy.
2. Supplier recognizes that Resellers are free to make their own decisions to advertise and sell any Supplier product at any price they choose without consulting or advising Supplier. However, Supplier will exercise its right to make its own decisions regarding any reseller marketing materials, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.
3. The MAP Policy applies to advertised prices, not the price at which products are actually sold to an individual online or in person.
4. Supplier believes in maintaining a well-regulated and fair marketplace for all of its authorized resellers.

B. No Agreement

This MAP Policy is a unilateral policy adopted by Supplier. This MAP Policy is not, and is not intended to be, an agreement between Supplier and any reseller, and it is non-negotiable. The terms of this MAP Policy apply to all authorized resellers. Supplier is not soliciting and will not accept assurances from any reseller of compliance with or agreement to this MAP Policy. Supplier is not seeking any response of any kind from any reseller regarding this MAP Policy. Each reseller is free to decide whether or not to follow this MAP Policy and to sell or offer any product at a price independently determined by the reseller, subject to risk of enforcement by Supplier of this MAP Policy.

C. Advertising Guidelines

The MAP pricing as of the Effective Date is 20% off MSRP.

1. The MAP Policy applies to all advertisements for any Supplier products being sold online, in any and all media, including, but not limited to: flyers, posters, coupons, mailers/emails, inserts, newspapers, magazines, catalogs, Internet or similar electronic media, television, radio and other public displays, but excluding instore point-of-sale signage, price tags, or other displays that are not distributed or provided for customers to take away.
2. The MAP Policy applies only to advertised prices and does not apply to the price at which Supplier products are actually sold. The final sales price remains completely at the reseller's discretion.
3. Website features such as "click for price," automated "bounce-back" pricing e-mails, auto ship discounts, preformatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer's shopping cart and other similar features are considered to be communications initiated by the reseller (rather than by the customer) and thereby constitute "advertising" under this MAP Policy. All features outlined above must meet MAP pricing requirements and follow the promotional dates outlined in our MAP pricing.
4. It shall not be a violation of this MAP Policy to advertise that a customer may "call for price" or "email for price," or to use similar language, so long as no price is listed.
5. Free shipping and/or handling, 0% sales tax, and site wide offers do not violate the MAP Policy.
6. Price matching policies cannot be used as a valid reason for violations of the MAP Policy. Advertised price must always be at MAP or higher.
7. This MAP Policy also applies to any activity which Supplier determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for "group purchases" and the like.
8. It shall not be a 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, as long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.

D. MAP Policy Enforcement

1. If a Distributor or Retailer violates this MAP Policy at any associated website, then Supplier will consider this to be a violation by the reseller.
2. Supplier reserves the right to cancel any pending orders, restrict future orders, or suspend the reseller's account if Supplier reasonably believes the reseller has violated this MAP Policy or intends to do so.
1. Supplier may excuse a violation if, after investigation of the facts, Supplier determines in its reasonable judgment that the violation was not knowing or intentional by the reseller.
2. Supplier may monitor the advertised prices of resellers, either directly or via the use of third-party agencies or tools. Resellers are expected to provide reasonable cooperation in any Supplier investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Supplier MAP Policy investigation is a violation of this MAP Policy.

3. Supplier may periodically discontinue products or engage in promotions with respect to certain items. In such events, Supplier may, in its sole discretion, modify or suspend the MAP with respect to the affected products by timely notifying resellers of such change.
4. This MAP Policy may be enforced by Supplier without notice or warning. Resellers have no right to enforce the MAP Policy. Violations of this policy may result in sanctions up to and including loss of ability to purchase certain Products for a period of time, loss of discounts or other benefits for a period of time, loss of authorized reseller status, loss of the ability to purchase all Supplier products, termination of our business relationship, termination your participation in and/or right to receive distributions from any marketing fund, as well as any available remedies at law. All questions related to this MAP Policy should be directed in email to: compliance@vibranthealth.com.
5. Specifically, Vibrant Health will take the following actions, which apply to all Retailers, should a Retailer fail to comply with the Policy:

First Violation: Warning only. Request to abide by Policy within 24 hours. No action taken.

Second Violation: Block Retailer's account for 30 days after sending notice of the violation with permanent loss of all discounts.

Third Violation: Cease doing business with Retailer.

6. The failure of Supplier to apply consequences to a reseller for violation of this MAP Policy will not constitute a waiver by Supplier of its right to take any action it deems necessary in the future for any violation of this MAP Policy.

E. Track and Trace

Vibrant Health has incorporated track and trace software and tools onto every product offering. This technology will allow us to track each product leaving our facility with date, time and order number. This technology will as well provide us with data, detailing where each product was shipped to and where it is in the stream of commerce.

This MAP Policy may be updated, revised or modified by Supplier at any time. For the current version, please contact your sale representative or mail us at compliance@vibranthealth.com.