



## Intensive Nutrition Incorporated

### MAP (Minimum Advertised Price) Policy for Intensive Nutrition Incorporated

Intensive Nutrition Incorporated is an own label distributor of dietary supplements. Founded in 1968, Intensive Nutrition helped introduce market awareness and patient access to complementary and alternative health medicine as dietary supplements. Intensive Nutrition dietary supplements are professional quality, scientifically backed formulas designed for efficacy and safety. They are manufactured in accordance with all FDA cGMP regulations as defined by FDA 21 CFR 111.

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#### Policy Terms

MAP pricing for all **INTENSIVE NUTRITION** products are available on our current price list. All advertised prices must be at or above MAP for all **INTENSIVE NUTRITION** products if a MAP price has been established by **INTENSIVE NUTRITION INC.** Resellers are not required to list prices in advertising. If a price is listed in an advertisement it must be at or above MAP. Other statements such as "call for price" or "call for quote" are acceptable and permitted.

Resellers are also responsible for ensuring their **INTENSIVE NUTRITION** Mount pricing is at or above MAP on internet search engines. Resellers are free to set the actual resale price of any product as long as it is at or above MAP price given the most recent publication of the price list. **INTENSIVE NUTRITION INC.**'s MAP policy for all **INTENSIVE NUTRITION** products apply to advertising placements, including but not limited to: print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, etc.), broadcast (radio and TV), direct mail, faxes, internet placement with third parties (banner ads, broadcast emails, destination pages, third-party sites), internet placements on resellers own website, and any flyers, posters or coupons.

From time to time, **INTENSIVE NUTRITION** may permit resellers to advertise MAP Products at prices lower than the MAP price. In such events, **INTENSIVE NUTRITION** reserves the right to modify or suspend the MAP price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.



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### Pricing Statements

- **INTENSIVE NUTRITION INC.**'s MAP Policy does allow resellers to omit pricing entirely from advertisements and/or advertisement statements such as "Call for Price" or "Call for Quote."
- **Free Offers Associated with INTENSIVE NUTRITION INC. Product** Free shipping and/or handling, 0% sales tax, or free financing promotions do not violate the MAP.

### Products Price Matching Policies

Price matching policies are acceptable. Price matching cannot be used as a valid reason for violations of **INTENSIVE NUTRITION INC.**'s MAP Policy. Advertised price must always be at MAP or higher.

### Special Mention: Amazon and similar sites

Reseller shall not promote, market, advertise, offer to sell or sell any product on or through Amazon marketplace, EBAY or like websites without the expressed, advanced written consent of Intensive Nutrition Inc. It should be understood that Intensive Nutrition Inc. may withdraw its consent at any time.

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### Failure to Comply with the MAP Policy

At the sole discretion of **INTENSIVE NUTRITION INC.**, failure to comply with MAP, intentional and/or repeated failure to abide, may result in the immediate loss of Authorized Reseller status and your ability to purchase all **INTENSIVE NUTRITION** products both direct as well as through distribution.

**INTENSIVE NUTRITION INC.** will utilize the following steps to resolve MAP violations:

1. Any and all dealers selling **INTENSIVE NUTRITION** products which have not signed an **INTENSIVE NUTRITION INC.** MAP Policy agreement are classified as Unauthorized Resellers.
2. Distributors of **INTENSIVE NUTRITION INC.** are required to provide a signed MAP agreement from any dealer selling **INTENSIVE NUTRITION** products. Unauthorized dealers should not be sold to or provided a feed from any distributor whatsoever.
3. Violations from Authorized Resellers will need to be corrected within 24 hours of notification.



## **Intensive Nutrition Incorporated**

1. First Violation: Authorized Reseller's account will be put on hold temporarily and a written warning will be provided. MAP violations must be corrected within 24 hours. Upon correction and following 30 days of compliance, violation will then be cleared.
2. Second Violation: Authorized Reseller's account will be put on hold for 30 days.
3. Third Violation: Authorized Reseller's account will be put on hold for 180 days. After this duration, **INTENSIVE NUTRITION INC.** will review and determine if account is to be reinstated.
4. Fourth Violation: Should **INTENSIVE NUTRITION INC.** decide to reinstate an Authorized Reseller who has previously demonstrated a third violation, yet violates a fourth time, the account will be unauthorized indefinitely.

\*\*\***INTENSIVE NUTRITION INC.** will issue a new price list upon the 15<sup>th</sup> day of the first month of the year. If new prices are issued throughout the year, reseller will be notified and given 10-day grace period to comply. Pricing must be updated after 10 days upon receipt of new pricing figures.\*\*\*

### **Non-Negotiable**

The terms of this MAP Policy are non-negotiable. Intensive Nutrition Inc. retains sole discretion to modify or discontinue this policy at any time, for any reason.



## Intensive Nutrition Incorporated

### MAP Policy Confirmation Agreement

This INTENSIVE NUTRITION INC. MAP Policy and Confirmation Agreement is made on this date of \_\_\_\_\_, by and between, INTENSIVE NUTRITION INC. and \_\_\_\_\_.

INTENSIVE NUTRITION INC. places great value on the efforts of all resellers to represent our products and support their customers. Our MAP policy is intended to encourage competition for the sale of INTENSIVE NUTRITION INC. products in a manner that is consistent with the long-term interests of our customers. We are sure that you share our commitment to customer satisfaction and as such, we ask that you acknowledge by signing this MAP confirmation agreement.

Thank you for your prompt attention to this matter, and your continued support for INTENSIVE NUTRITION INC. products.

#### Read and Understood:

Authorized Reseller (Company Name)

Name \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Web URL \_\_\_\_\_



## Intensive Nutrition Incorporated

Authorized Reseller Representative

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Title ----- Date -----

Email ----- Phone -----

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### Advertising Requirements

All resellers of Intensive Nutrition Inc. products must provide the most up to date information on each formula they sell. This includes the following:

- Current product photograph
- Current product ingredient listing
- Current product description

If your product information is not up to date, you will be considered in violation of our reseller agreement. For the most up to date information, please email us directly to receive copyrighted product photos and product description text for your use.

It is your responsibility as a reseller to make sure that you have the most up to date information on our products available to your customers, however, we will do our best to notify you as an authorized reseller of any changes to the product or product information.

If we have contacted you regarding an outdated product listing, you will have 15 days to make the necessary changes. If, after 30 days, you have not updated the product information, your account will be held in review and possibly put on hold until product information is updated.



## Intensive Nutrition Incorporated

Read and Understood:

Authorized Reseller (Company Name)

Name \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Web URL \_\_\_\_\_

Authorized Reseller Representative

\_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_