



MINIMUM ADVERTISED PRICE (MAP) POLICY

Effective as of November 1, 2018, Reliance Vitamin LLC DBA PlantFusion®, for itself and its subsidiaries and affiliates (collectively, “**PlantFusion**”), unilaterally adopted this Minimum Advertised Price Policy (“**MAP Policy**”), as amended, to preserve its goodwill, standards and reputation for providing customers with high value products and services advertised, marketed and sold using PlantFusion’s copyrighted materials, trademarks, tradenames and/or brands. PlantFusion has built a strong following among consumers of its products with the cooperation of its highly valued distributors, wholesalers and retailers (collectively, “**Resellers**”) and wishes to protect its interest in, and the value of, its trademarks, tradenames and brands by establishing minimum advertised prices on its products.

This MAP Policy shall apply to all Resellers of PlantFusion® Products to end users located in the United States and Canada, and includes the following requirements:

1. A minimum advertised price (“**MAP**”) established by PlantFusion shall apply to each product (collectively, the “**Products**”) listed on **Schedule A** attached hereto and made a part hereof, which shall be subject to amendment by PlantFusion from time to time. Advertising any Product at a price below the applicable MAP shown on **Schedule A** is a violation of this MAP Policy which, if not remedied, will have adverse consequences to the Reseller as described in paragraph 7 below. It is the decision of each Reseller to advertise a Product at any price it chooses, but for the advertisement to be in compliance with this MAP Policy, the effective advertised price (after applying any available discount, coupon, gift card or other incentive) must be at or above the applicable MAP.
2. The MAP Policy applies to all advertised prices of PlantFusion Products accessible to consumers in any and all media, including, but not limited to, flyers, posters, coupons, mailers/emails, inserts, newspapers, magazines, catalogs, mail order catalogs, web sites, Internet or similar electronic media, television, radio and other public displays. In-store advertising that is displayed only inside a brick and mortar store and not targeted to customers outside the store or distributed to any customer, including in-store displays, point-of-sale signs, hangtags or bar codes or similar marks on PlantFusion Products or Product packaging that merely states the related Product’s price, is not considered “advertising” for purposes of this MAP Policy.
3. It shall be a violation of this MAP Policy to include in any advertising for Products any additional discount, coupon, gift card, or incentive that creates a price reduction which results in the effective advertised price of any Product being less than its MAP. For avoidance of doubt, Reseller shall be permitted to sell Products at a price less than its MSRP through the use of coupons, subscriptions and/or multi-unit discounts provided that the effective advertised price (after taking into account these discounts or other incentives) is not less than its MAP.
4. Advertising under this MAP Policy includes the display of PlantFusion Products subject to the policy on any website page, including related pricing information and including displays which first appear to consumers on the shopping cart page. In addition, for avoidance of doubt, a Reseller may not make any statements or give other indications on its website, or any other website, that indicates or implies to a consumer that a lower price for any PlantFusion Product may be found at the online checkout page (e.g., “Click here for lower price”, “See price in cart”, etc.).
5. Without limiting any of the foregoing, this MAP Policy is not intended to affect actual resale prices or require any Reseller to resell a Product for any specified price. The MAP Policy applies only to advertised prices and does not apply to the price at which PlantFusion Products are actually sold or offered for sale to an individual consumer within a Reseller’s retail location, over the telephone or on any checkout page of the Reseller’s website or any other Internet site (so long as not violating the restrictions in the preceding paragraph). The final sales price remains at all times at a Reseller’s sole discretion.



6. From time to time, PlantFusion may, in its sole discretion, modify the list of Products subject to this MAP Policy and/or revise or suspend the MAP with respect to all or certain Products. A “MAP Holiday” refers to any temporary suspension or revision of this MAP Policy announced by PlantFusion for one or more Products for a specified period of time. PlantFusion will notify Resellers of all such modifications, revisions or suspensions applicable to them, which shall be effective at such time as specified by PlantFusion, provided that except in extenuating circumstances Resellers shall be given not less than thirty (30) days’ notice of any change in the MAP of any existing Products. PlantFusion reserves the right to amend, replace or supplement the terms and conditions of this MAP Policy from time to time in its sole discretion. In addition, if PlantFusion believes, in considering a particular opportunity, that a suspension or revision of this MAP Policy is in PlantFusion’s best interest for any reason, it may so suspend or revise this MAP Policy for a specified period of time by giving the necessary notice. Any such action related to this MAP Policy shall be a unilateral decision of PlantFusion taken in its sole discretion.
7. Failure to comply with the terms of this MAP Policy will result in sanctions unilaterally imposed on a Reseller by PlantFusion, the specifics of which will be determined in its sole and absolute discretion, subject to any applicable limitation under the terms of a signed agreement or the law. For a first violation of the MAP Policy, Reseller will become ineligible for any discount, rebate or other promotional incentive otherwise offered to Reseller. After a Reseller receives notice of a second violation of this MAP Policy, PlantFusion will cease to supply Products to that Reseller, including cancellation of any outstanding orders, for a period of at least ninety (90) days. Any Reseller that repeatedly violates this MAP Policy will be terminated as a Reseller of PlantFusion Products. PlantFusion is not required to provide prior notice or issue warnings to any Reseller before taking any action under this MAP Policy. Distributors of PlantFusion Products shall supply a copy of this MAP Policy (as may be amended from time to time) to each existing and any new retail Reseller. In addition to these sanctions, if the relevant facts and circumstances surrounding a violation of this MAP Policy are clear, PlantFusion will place a Reseller on an “Unauthorized Reseller List” maintained by PlantFusion. While a Reseller is on the Unauthorized Reseller List, PlantFusion and its authorized distributors are required to take actions to cease supplying Products to that Reseller, including, at each of their discretion, the cancellation of any outstanding orders for Products from that Reseller. PlantFusion may monitor the advertised price of Resellers either directly or through the use of third-party agencies. Compliance with this MAP Policy remains at all times in the sole discretion of a Reseller. PlantFusion shall have no liability for any action taken by it hereunder.
8. This MAP Policy is solely within PlantFusion’s discretion and authority acting through a duly authorized officer of PlantFusion. PlantFusion will make all decisions regarding this MAP Policy unilaterally and neither seeks nor will it accept any agreement or understanding of a Reseller with respect to the price of Products that it may advertise or charge at any time. No employee or sales representative of PlantFusion has any authority to discuss, modify or grant exceptions to this MAP Policy, and any action of any person claiming to modify this MAP Policy or to solicit or obtain the agreement of any person to this MAP Policy is unauthorized and invalid. Resellers with questions concerning this MAP Policy should contact the **MAP Policy Administrator** by emailing their question to map@plantfusion.com. The MAP Policy Administrator will respond to Reseller questions only in writing. No oral communications concerning this MAP Policy are authorized. The MAP Policy Administrator shall be solely responsible for determining whether a violation of the policy has occurred or could incur, communicating decisions to Resellers regarding the policy and receiving any communications regarding sanctions imposed under this MAP Policy.



SCHEDULE A

Sub Brand	Flavor	Size	MSRP	MAP
Complete Protein	All	1lb	\$33.99	\$26.99
Complete Protein	All	2lb	\$57.95	\$45.99
Complete Protein	All	Packet	\$3.39	\$2.75
Complete Protein	All	Tray (12 Packets)	\$40.68	\$32.99
Complete Meal	All	1lb	\$39.99	\$31.99
Complete Meal	All	2lb	\$69.99	\$55.99
Complete Meal	All	Packet	\$3.99	\$2.99
Complete Meal	All	Tray (12 Packets)	\$47.88	\$37.99
Complete Lean	All	1lb	\$36.95	\$29.99
Complete Lean	All	2lb	\$59.99	\$47.99
Complete Lean	All	Packet	\$3.85	\$2.99
Complete Lean	All	Tray (12 Packets)	\$46.20	\$36.99
PlantFusion Ready-to-Drink	All	11oz	\$3.99	\$2.99
PlantFusion Ready-to-Drink	ALL	4 Pack	\$13.99	\$10.99
PlantFusion Ready-to-Drink	All	12ct (Case)	\$39.99	\$31.99
Complete Organic	All	1lb	\$41.60	\$32.99
Complete Organic	All	2lb	\$73.30	\$58.99
Organic	All	Packet	\$3.48	\$2.49
Organic	All	Tray (12 Packets)	\$41.76	\$29.99
Fermented Superfood Protein	All	10.6oz	\$29.99	\$23.99
NitroFusion Protein	All	2lb	\$54.99	\$43.99
NitroFusion Protein	All	5lb	\$114.99	\$91.99
Complete Collagen Builder	All	<12oz	\$43.99	\$36.99
Complete Collagen Builder	All	18oz – 20oz	\$66.99	\$56.99
1:1 Fats+Protein	All	<12oz	\$43.99	\$36.99
1:1 Fats+Protein	All	20oz – 22oz	\$66.99	\$56.99