

Minimum Advertised Pricing Policy

Effective Date: March 2, 2023

True Grace Nutrition LLC (“True Grace”) has determined that advertising its products at prices below certain levels undermines True Grace’ brand and discourages our retailers from investing in the growth of True Grace product lines, generating a sustainable profit margin for retailers and providing the best possible service and support to consumers. Therefore, True Grace has adopted this Minimum Advertised Price (“MAP”) policy (the “Policy”), which applies to all Advertisements (as defined below) of True Grace products by all retailers of True Grace products (hereinafter, “Retailers”).

Minimum Advertised Price

MAP is established solely by True Grace and will be communicated to all Retailers. The products, Suggested Retail Prices (“SRPs”), and MAP may be changed from time to time at True Grace’ sole discretion. If True Grace changes the MAP on any product, it will provide at least 30 days’ notice to Retailers before such change takes effect.

It is a violation of this Policy for a Retailer to advertise any True Grace product(s) at a price lower than the published MAP. This policy applies to all advertisements of True Grace products in any and all media as well as any advertising within brick and mortar retail stores or other selling venues.

The “Minimum Advertised Price” or “MAP” for all True Grace Products advertised on the internet or via email or for sale on the internet is as follows:

All True Grace Products
Not more than 10% off the MSRP

The MAP for all True Grace Products advertised in print or for sale in a Brick and Mortar Store is as follows:

All True Grace Products
Not more than 20% off the MSRP

“Brick and Mortar Store” means a physical retail location of a True Grace Product reseller.

An advertisement includes any and all promotional or pricing information accessible to consumers via any type of media, marketing, or promotional materials, including, without limitation:

- Flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogues, internet or similar electronic media including web sites, email and email solicitations, newsletters, television, radio, public signage, trade shows, billboards; and
- All forms of Internet advertising, including, without limitation, all websites and website pages and banners, social media, emails, blogs, portal sites, and search engines (including but not limited to

Google, Google Shopping, Yahoo, etc.) whether or not products are sold from those sites. This includes prices listed in emails, search engines or placement of ads on any other website, including natural or paid search engine listings, shopping sites, marketplaces and auction sites. Internet sites that ask customers to utilize their shopping cart as a way of displaying pricing are in violation of this Policy. At no time may the Retailer make any statement on its website or other sites in connection with any product that indicates or implies that a lower price may be found at the online checkout stage. Moreover, using another company's website to display a lower price than the MAP and offering a link to your website or to display a lower price than MAP is prohibited.

Direct or indirect attempts to circumvent this Policy will be considered a violation of this Policy. Such attempts may include, but are not limited to:

- The use of any discount, gift card, coupon, giveaway, rebate offer or incentive (whether in the form of a special event, promotion, condition to doing business or otherwise) in any advertising by a Retailer where the cumulative effect is to reduce the advertised price of any product(s).
- Advertisements that bundle or include free or discounted True Grace products with other products or services (whether or not manufactured by True Grace) if such bundling has the effect of discounting the advertised price of the True Grace product below the MAP. In the case of bundles, the advertised price of the bundle must be equal to or greater than the total of the MAP of each product (from True Grace or from other manufacturers) in such bundle. If other products in the bundle do not have a MAP, then its retail price must be used. Other products may be advertised as giveaways with the purchase of any True Grace product, but the advertised value of such give-away shall not exceed the MAP price for True Grace plus the MAP or SRP of the other product.
- For multipack offers the MAP of the multipack is the quantity of product in the multipack multiplied by the respective MAP of the products that comprise said multipack.

An "advertisement" shall not include any in-store advertising that is displayed only in the store and not distributed to any customer. In-store displays, point-of-sale signs, hangtags or bar codes or similar marks on products or product packaging that merely states the related product's price are not considered "advertising." Discontinued merchandise approved by True Grace are excluded from the MAP Policy. This MAP Policy does not establish maximum advertised prices. All Retailers may offer products at any price in excess of the respective product MAP.

Policy Violations

True Grace will monitor and review Retailers' advertisements for violations of this Policy. Violations of the Policy shall be determined by True Grace in its sole discretion. Retailers have no right to enforce the Policy and True Grace will not communicate with any Retailer or third-party regarding violations of this Policy by others. True Grace reserves the right to impose the following if True Grace believes that:

- i. A Retailer has violated the provisions of this Policy; or
- ii. A Retailer has engaged in any activity that True Grace determines, in its sole discretion, is designed or intended to circumvent the intent of this Policy.

Specifically, True Grace will take the following actions, which apply to all Retailers, should a Retailer fail to comply with the Policy:

First Violation:

True Grace will send a written notice advising the reseller that it is not compliant with this Policy. The reseller will be given a period of five business days from the date of the written notice to make the required changes to become compliant. If after five business days, the reseller is still not in compliance with this Policy, it will be considered a second violation.

Second Violation: True Grace will send a written notice advising the reseller that they are not compliant with this Policy for a second time and that six months of promotional support and cooperative marketing funds will be withdrawn.

Third Violation: True Grace will send a written notice advising the reseller that they are not compliant with this Policy for a third time and the right to purchase True Grace Products and use trademarks will be terminated. After a period of 12 months, True Grace may consider, at its full discretion, reinstatement of a reseller.

These warnings are issued as a courtesy to True Grace's resellers; however, in the event that True Grace determines any reseller has violated this Policy, True Grace reserves the right to terminate any reseller's status as such at any time and without prior notification.

Policy Modifications

True Grace reserves the right at any time to modify, suspend, or discontinue this MAP Policy, in whole or in part, or to designate periods during which the terms of the Policy change or are not applicable. No True Grace employee or agent is authorized to modify, interpret, or grant exceptions to this Policy for any Retailer. No person has authorization to modify this Policy or to solicit or obtain agreement of any person to this Policy, and any such modification or agreement is invalid. Any questions about this Policy should be submitted in writing and directed to True Grace.

Unilateral Action

This Policy does not constitute an agreement between any Retailer or other party and True Grace. True Grace is not seeking, and will not accept, any agreement or other assurance of compliance from any Retailer or other party to adhere to this MAP Policy. It is entirely within the discretion of the Retailer whether to comply or not comply. This Policy is non-negotiable and will not be modified for any Retailer. The Policy is not intended to control, influence, determine, limit, or affect in any way the actual prices at which Retailers ultimately sell True Grace products to its consumers. The Policy is strictly limited to restrictions on advertised prices. Each Retailer remains free to determine its own resale price for True Grace products.