

## **SECTION 1** | MAP POLICY

## **Minimum Advertised Pricing Policy**

To qualify as a wholesale customer, adherence to our Minimum Advertised Price policy, commonly known as the MAP policy, is a requirement. This policy is actively in effect and will be strictly enforced for all Nutrasal Inc. products.

In the context of this MAP policy, the term 'reseller' encompasses any entity involved in the distribution and sale of our products, including but not limited to resellers, distributors, sales representatives, dealers, and healthcare practitioners.

Nutrasal Inc., (Nutrasal) has spent 45 years building a brand of strong recognition and high perceived value. By not adhering to the established MAP policy, a reseller can dramatically diminish or detract from the perceived value of Nutrasal brands and products. The global impact of the internet can cause great harm to any company's products if they are advertised at prices that will eliminate legitimate retail competition. This MAP policy is intended to allow consumers to purchase from resellers based on loyalty and customer experience. In the interest of protecting both resellers and consumers, it is necessary to abide by the following requirements.

- The Minimum Advertised Price for any Nutrasal's product shall be no less than the current
  Manufacturer's Suggested Retail Price (MSRP) as published on the Nutrasal price list; to view the
  current price list, please visit www.nutrasal.com. This Minimum Advertised Price is established
  by Nutrasal and may be adjusted by Nutrasal at such time and in such amounts as it may
  determine at its sole discretion.
- 2. Listing Nutrasal products on third-party websites, including but not limited to Amazon, Walmart, eBay, Overstock, etc., is strictly prohibited. However, you are permitted to sell Nutrasal products on your own website(s) directly associated with your business, provided that you adhere to the terms outlined in this MAP policy.
- 3. This MAP policy applies to all advertisements of Nutrasal products in any and all media, including, but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email newsletters, email solicitations, internet or other electronic media, television, radio, and public signage. This MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customers.
- 4. The inclusion in advertising of free or discounted products, with a product covered by this MAP policy, would be contrary to the MAP policy if it has the effect of discounting the advertised price of the covered product below the Minimum Advertised Price.
- 5. If pricing is displayed anywhere other than a brick-and-mortar-retail store, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
- 6. This MAP policy does not establish maximum advertised prices. All resellers may offer Nutrasal products at any price in excess of the Minimum Advertised Price.



- 7. The MAP policy does not, in any way, limit the ability of any reseller to advertise that "they have the lowest prices" or, they "will meet or beat any competitors' price," that consumers should "call for a price" or phrases of similar meaning as long as the price advertised or listed for the product is not less than the Minimum Advertised Price.
- 8. Nutrasal maintains the right to run a temporary sale at its discretion, and in such case, the Minimum Advertised Price will be the same as the temporary sale price on those particular items for that particular time period.
- 9. If a reseller with multiple store locations violates this MAP policy at any one store location, or on any associated website, then Nutrasal will consider this to be a violation of this MAP policy by the reseller.
- 10. Nutrasal reserves the right to cancel any pending orders, restrict future orders, or suspend a reseller's account if Nutrasal reasonably believes:
  - a. a reseller has violated the provisions of the MAP policy; or
  - b. a reseller intends to violate the MAP policy.
- 11. Nutrasal's MAP Policy Administrator is solely responsible for determining whether a violation of the MAP policy has occurred, as well as for determining appropriate consequences and sanctions.
- 12. Waivers to the MAP policy may be granted in Nutrasal's sole discretion by the MAP Policy Administrator in a written waiver. Nutrasal's sales and marketing personnel, or any other personnel, are not authorized to modify or grant exceptions to the MAP policy. In the event that the MAP Policy Administrator authorizes a waiver to the MAP policy, resellers must strictly adhere to the terms of the written waiver. Deviation from the terms of the written waiver is a violation of the MAP policy.
- 13. Nutrasal monitors 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 Nutrasal investigations regarding possible MAP policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Nutrasal MAP policy investigation is a violation of the MAP policy.
- 14. The MAP policy will be enforced by Nutrasal in its sole discretion and without notice. Resellers have no right to enforce the MAP policy. Violations of the MAP policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law.
- 15. All questions related to the MAP policy should be directed to: customercare@nutrasal.com

The MAP policy has been established by Nutrasal to help preserve and protect the reputation of Nutrasal's name, brand and products. The MAP policy is also designed to ensure resellers have the incentive to remain a Nutrasal reseller and to invest resources into services that may enhance their customer experience.

Kindly indicate your understanding of this policy and your willingness to abide by its terms and conditions by completing the form below. Once completed, please sign the document and email it to <a href="mailto:customercare@nutrasal.com">customercare@nutrasal.com</a>. We look forward to partnering with you.

## MAP POLICY AGREEMENT



## **SECTION 2** | MAP POLICY AGREEMENT

Applicant/Business Owner/Practitioner	r Name:		
Company Name:			
Tax ID or Business License No:		(or emailed copy of prof. License)	
Company Type: (check all that apply):	Brick and Mortar	Internet/Web	In Office
Alias/DBA 1:			
Alias DBA 2:			
Address			
City:	State:	Zip Code:	
Contact Name (For MAP inquiries)			
Title:			
Tel:	Email:		
<ol> <li>Website Domains that will feature Nut</li> <li></li></ol>	· · · · · · · · · · · · · · · · · · ·		
By signing this agreement below, the R outlined in this agreement, including that I bear the ultimate responsibility f specified restrictions, and I possess the Signature:  Date:  Name (Printed):	he MAP pricing policy pro or the advertised pricing e legal authority to bind t	ovided above. As the ur . I fully understand and his agreement.	ndersigned, I affirm
Title:			