



## MINIMUM ADVERTISED PRICE AND POLICIES

Dowd International, Inc. d.b.a. Raw Organic Whey™ (“Manufacturer”) is hereby adopting the following Minimum Advertised Price Policy (the “MAP Policy”) designed to protect the long term strength and integrity of its brand, and retailers’ investment in Manufacturer and its products (“Products”), by helping retailers engage in advertising that best conveys to customers the value of Manufacturer’s Products.

The MAP Policy applies to all retailers, resellers, and distributors of Manufacturer’s Products (“Retailers”) to maintain an advertised pricing structure. The MAP Policy applies to advertised prices, not the prices at which Products are actually sold, and each Retailer is free to set its actual resale price for any Product independently. The MAP Policy takes effect on retailers, and retailers must be in compliance no later than July 14, 2017. The Minimum Advertised Prices for Products are:

### MINIMUM ADVERTISED PRICE (MAP)

Title	Unit UPC	MAP
Raw Organic Whey™ - 12 oz	662425020676	\$29.99
Raw Grass Fed Whey™ - 12 oz	662425080793	\$19.99
Raw Organic Whey™ - 5 lb	662425030699	\$119.99
Raw Grass Fed Whey™ - 5 lb	662425080809	\$79.99

A. The MAP Policy shall apply to all Retailers, and any Drop Shippers or Third-Party Fulfillment Centers used by Retailers approved by Manufacturer. The minimum advertised prices for all Manufacturer Products (“Minimum Advertised Price”) shall be listed on each Manufacturer Price List. Minimum Advertised Prices may be adjusted by Manufacturer from time to time, at its sole discretion.

B. The MAP Policy applies to all advertisements of Manufacturer Products over the Internet or similar electronic media including websites, email newsletters, and email solicitations, and in any and all other media, including, but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio and public signage. No such advertisement will represent or imply that any Product may be sold by a Retailer, Sub Distributor or Fulfillment Center for less than the full Minimum Advertised Prices.

C. "Bundling" or including a free or discounted product (whether made by Manufacturer or another manufacturer) with a Manufacturer Product would violate this MAP Policy and is not permitted.

D. For multipack offers the Minimum Advertised Price of the multipack is the quantity of SKU(s) in the multipack multiplied by the respective Minimum Advertised Price of the SKU(s) that comprise said multipack.

E. Any strike-through or other alteration of the Minimum Advertised Price is prohibited.

F. The MAP Policy does not establish maximum advertised prices. All Retailers, Drop Shippers or Third-Party Fulfillment Centers may offer Manufacturer Products at any price in excess of the Minimum Advertised Price. Internet auctions may not display or have reserved bid, "buy it now" or other acceptable prices below the Minimum Advertised Price.

G. The MAP Policy does not in any way limit the ability of any Retailer, Drop Shippers or Third-Party Fulfillment Centers to advertise that "they have the lowest prices" or, they "will meet or beat any competitor's price," that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for Products is not less than Minimum Advertised Price.

H. From time to time, Manufacturer may permit Retailers to advertise one or more of the Manufacturer Products covered by this MAP Policy at prices lower than the MAP for a specified period. In such case, Manufacturer will notify its resellers in advance of the details of the limited suspension or modification of this MAP Policy.

I. Including in any advertising for a Product covered by this MAP Policy a gift card, coupon or any other type of discount that would effectively immediately reduce the advertised price of the Manufacturer Product below the Minimum Advertised Price then in effect for such Product will constitute a violation of this MAP Policy. Advertising that includes a gift card, coupon or any other type of discount on future purchases (regarding of whether or not for Products) shall be evaluated under the same guidelines as describes in Section C regarding Bundling.

J. A Retailer with multiple store locations that violates this MAP Policy at any particular store location will be considered to have violated this MAP Policy at all its store locations.

K. Manufacturer's sales representatives are not permitted to make any agreement with any Retailer with respect to the advertising or pricing of Manufacturer Products, including without limitation, modifications to this MAP Policy.

L. In the case of a violation of the MAP Policy or a violation of the Conditions For Use of Drop Shippers and Third-party Fulfillment Centers the following actions will be taken by Manufacturer against the Retailer:

- 1st Violation: Send warning. Request to abide by MAPs within 24 hours. No hard action taken.
- 2nd Violation: Send warning. Request to abide by MAPs within 24 hours. Remove purchasing privileges until prices are adjusted.
- 3rd Violation: Send warning. Request to abide by MAPs within 24 hours. Remove purchasing privileges for 30 days.
- 4th Violation: Send warning. Remove purchasing abilities permanently. Internet Retailer has 48 hours to remove all listings of Product within all of their online catalogs. Failure to remove such listings will result in Dowd International, Inc. taking legal recourse to resolve the matter.