

UNILATERAL MINIMUM ADVERTISED PRICE POLICY

As an industry leader in the supply of nutritional supplements and other wellness products, Absolute Laboratories, LLC, a Utah limited liability company (“Absolute”), has determined that certain advertising practices undermine Absolute’s trade reputation, brand, and image within the target consumer population and discourage Absolute’s authorized resellers (“Resellers”) from investing in Absolute’s products (the “Products”) and providing the best possible service and support to consumers. Accordingly, Absolute has adopted this unilateral Unilateral Minimum Advertised Price Policy (the “Policy”), which applies to all advertisements of the Products by Resellers.

Absolute is solely responsible for establishing the minimum advertised price (“MAP”). MAP is the price that is designated for each Product in Absolute’s current Retail Price List. While Resellers remain free to sell the Products at any price they deem appropriate, it is a violation of this Policy for a Reseller to advertise any Product at a price lower than MAP. Such advertisements include, but are not limited to:

- a. Offering coupons, discounts, rebates, or other inducements at a price lower than the MAP, including through the use of a storewide sale, promotional code, or other similar provision that can be applied to the Products.
- b. Bundling the Products with other products or services in a manner that results in below-MAP pricing for the bundled Product.

Direct or indirect attempts to circumvent this Policy also violate this Policy; however, it is not a violation to advertise that a customer may “call for price” or “email for price” as long as no price is listed and no automated call or “bounce-back” email is used in response. For purposes of this Policy, the terms “advertise” and “advertisement” include all promotional or pricing information displayed via any type of media including, but not limited to, website pages and banners, social media, emails, blogs, newspapers, catalogs, magazines, flyers, brochures, television, radio ads, billboards, signage, and any other marketing or promotional materials, whether provided online or through broadcast or other media. This Policy does not apply to the advertising of the Products when the advertising takes place inside a customer practitioner’s office to that practitioner’s patients.

Absolute will take the following actions against any Reseller that fails to comply with this Policy with respect to the sale of any Product:

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- a. For a Reseller's first violation of the Policy, Absolute will place the account on shipping hold for thirty (30) days.
- b. For a Reseller's second violation of the Policy during a 12-month period, Absolute will terminate its business relationship with the Reseller and the Reseller shall no longer be an Authorized Reseller of Absolute.

Although Absolute is not directing any Reseller to require that its customers comply with this Policy, a violation of this Policy by any such third party will constitute a violation by the Reseller. This Policy does not constitute an agreement between Absolute and any other person or entity. Absolute neither solicits nor will it accept any assurance of compliance with this Policy from any Reseller or other party. Each Reseller must independently choose whether to comply with the terms of this Policy. This Policy is not negotiable and will not be altered for any individual Reseller. This Policy applies only to advertised prices and does not affect the prices that a Reseller may charge for the Products. Resellers are free to sell the Products at any price they choose.

The Policy will be enforced by Absolute in its sole discretion and without notice. No Absolute employee or agent is authorized to modify, interpret, or grant exceptions to this Policy; solicit or obtain the agreement of any person to this Policy; or otherwise discuss any aspect of this Policy with any Reseller, including that Reseller's or any other Reseller's compliance with the terms of the Policy. Any questions about this Policy should be submitted in writing and directed to Absolute at info@absolutelaboratories.com. Resellers have no right to enforce the Policy.

Absolute is solely responsible for communicating the MAP to Resellers of the Products. If Absolute changes the MAP on any Product, it will provide at least 30 days' notice to Resellers before such change takes effect. Absolute may update, revise, suspend, terminate, reinstitute, or modify this Policy at any time in its sole discretion. Absolute shall make any such modifications available to all authorized Resellers.

This policy is effective as of **JULY 9th, 2020** and supersedes any prior versions of this policy.