

## Minimum Advertised Pricing Policy

Effective 12/01/2022, a Minimum Advertised Price policy on all Bala Enzyme, Inc. products will be in effect (herein referred to as "MAP policy"). As used in this MAP policy, "reseller" means any reseller, distributor, sales representative or dealer. Bala Enzyme, Inc. is building a brand of strong recognition and high perceived value. By not adhering to this established MAP policy, a reseller can dramatically diminish or detract from the perceived value of Bala Enzyme, Inc. brands and products. The far reaching worldwide 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 accept the following requirements.

1. The Minimum Advertised Price for any Bala Enzyme, Inc. product shall be no less than the current Manufacturer's Suggested Retail Price (MSRP) as published on the Bala Enzyme, Inc. website: [www.balaenzyme.com](http://www.balaenzyme.com). This Minimum Advertised Price is established by Bala Enzyme, Inc. and may only be adjusted by Bala Enzyme, Inc. at such time and in such amounts as it may establish at its sole discretion.

2. This MAP policy applies to all advertisements of Bala Enzyme, Inc. 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 (including any in-store advertising).

3. Including any product covered by this MAP policy in the advertising of free or discounted products would be in conflict with the MAP policy if it discounts the advertised price of the covered product below the Minimum Advertised Price.

4. If pricing is displayed anywhere any strike-through or other alteration of the Minimum Advertised Price is prohibited.

5. This MAP policy does not establish maximum advertised prices. All resellers may offer Bala Enzyme, Inc. products at any price in excess of the Minimum Advertised Price.

6. 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.

7. If a reseller with multiple store locations violates this MAP policy at any one store location, or on any associated website, then Bala Enzyme, Inc. considers this to be a violation of this MAP policy by the reseller.

8. Bala Enzyme, Inc. reserves the right to cancel any pending orders, restrict future orders, or suspend a reseller's account if Bala Enzyme, Inc. reasonably believes a reseller has violated the provisions of the MAP policy or intends to violate the MAP policy.

9. Bala Enzyme, Inc. 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 Bala Enzyme, Inc. investigations regarding possible MAP policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Bala Enzyme, Inc. MAP policy investigation is a violation of the MAP policy.

10. The MAP policy will be enforced by Bala Enzyme, Inc. 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 to the full extent of the law.

11. All questions related to the MAP policy should be directed to: [arash@balaenzyme.com](mailto:arash@balaenzyme.com). The MAP policy has been established by Bala Enzyme, Inc. to preserve and protect the reputation of Bala Enzyme, Inc.'s name, brand and products. The MAP policy is also designed to ensure resellers have the incentive to invest resources into services for Bala Enzyme, Inc. customers.

Please indicate your understanding of this policy and your willingness to abide by its terms and conditions by signing and listing the requested information and that you are authorized on behalf of the Company to bind the Company to this policy. Fax to: (562) 431-6134 or scan it and email it to: [arash@balaenzyme.com](mailto:arash@balaenzyme.com).

**IMPORTANT:** No shipments will be made to any reseller without having completed this form and returning it to Bala Enzyme, Inc.

Company name: UNFI

Other names by which this company operates or may be known as: \_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Company address: \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Printed name:** Arash Aftabi **Printed name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_