



**Living Wellness Partners LLC**  
3305 Tyler Street, Carlsbad CA 92008

## MAP POLICY AGREEMENT

### Section 1 | MAP POLICY – General Policy

#### Minimum Advertised Pricing Policy

Effective Feb 1<sup>st</sup> 2022, a Minimum Advertised Price policy on all Living Wellness Partners LLC (Buddha Teas), 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.

Living Wellness Partners LLC, (Buddha Teas) has spent 12 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 Buddha Teas 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.

1. The Minimum Advertised Price for any Buddha Teas' product shall be no less than the current Manufacturer's Suggested Retail Price (MSRP) as published on the Buddha Teas price list; to view the current price list, please reach out to your account representative for the most updated list. This Minimum Advertised Price is established by Buddha Teas and may be adjusted by Buddha Teas at such time and in such amounts as it may determine at its sole discretion.
  - a) For Brick-and-Mortar retailers, periodically you may offer Buddha Teas products on sale, for a **maximum** discount of 25% off MSRP (on a sale tag ONLY).
2. This MAP policy applies to all advertisements of Buddha Teas 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.
3. 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.
4. This MAP policy does not establish maximum advertised prices. All resellers may offer Buddha Teas products at any price in excess of the Minimum Advertised Price.
5. 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.



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6. Buddha Teas 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 items for that particular time period.
7. If a reseller with multiple store locations violates this MAP policy at any one store location, or on any associated website, then Buddha Teas will consider this to be a violation of this MAP policy by the reseller
8. Buddha Teas reserves the right to cancel any pending orders, restrict future orders, or suspend a reseller's account if Buddha Teas reasonably believes
  - a) a reseller has violated the provisions of the MAP policy; or
  - b) a reseller intends to violate the MAP policy
9. Buddha Teas' 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.
10. The MAP policy will be enforced by Buddha Teas 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.
11. All questions related to the MAP policy should be directed to: [orders@buddhateas.com](mailto:orders@buddhateas.com)



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## Section 2 | MAP POLICY – E-commerce Policy

The following MAP Policy shall apply to all resellers on third-party websites such as Amazon, Walmart, eBay, Overstock, etc.

1. Seller must abide by General Policies, Sponsored Ad Policies, intellectual property, and product listing requirements listed on each third-party platform.
2. Resellers may only use listings provided by Buddha Teas to ensure the correct UPC is utilized. Any other listing(s) may be reported.
  - a) Resellers may not mix or bundle Buddha Teas products with products of any other brand.
  - b) Resellers may not create their own bundle using Buddha Teas products.
3. Resellers must use the latest product images provided by Buddha Teas. It is the seller's responsibility to ensure they are using the latest product images.
4. Resellers cannot make medical claims about Buddha Teas products. All information regarding the products will be provided by Buddha Teas.

If Buddha Teas determines that a reseller has taken any action that does not uphold this policy, Buddha Teas reserves the right, but does not undertake to put on hold or cancel all orders from the reseller until the advertised price is corrected and the reseller will be placed on probation for a period of sixty (60) days. For reseller's violation of the MAP Policy a second time, Buddha Teas reserves the right to refuse to accept new orders from the reseller for as long as the product in question appears on the MAP listing.