



818.739.6000 • 21411 Prairie Street, Chatsworth, CA 91311

### **Natrol Minimum Advertised Price Policy**

Natrol, LLC (herein referred to as “Natrol”) is the manufacturer of premium vitamin and supplements (the “Products”). In order to maintain and enhance the brand image, Natrol has implemented this Minimum Advertised Price Policy (“Policy”) so dealers who sell our Products engage in practices that support our brand position and reputation.

This Policy is unilateral and does not restrict the dealer’s right to establish independent advertised resale prices. “Advertising,” “advertisement,” or “advertise” shall mean any and all communications in any medium, including but not limited to print inserts, newspapers, magazines, television, radio, email, internet websites, or other e-commerce means.

Natrol will periodically supply and update the Minimum Advertised Prices (“MAP Price”) on Products covered by this Policy to coincide with official price changes or product introductions. Natrol reserves the right to modify, suspend or cancel this Policy, the Products covered and/or the minimum advertised prices for the Products. This Policy applies to all Products listed whether purchased directly from Natrol or from another source, including, but not limited to, our wholesale partners.

Natrol reserves the right to determine whether a dealer has advertised the Products at a net advertised price less than the Minimum Advertised Price. It is within Natrol’s sole discretion to determine any action(s) taken in response to violation of this Policy. Upon this determination, Natrol, without assuming any liability, may exercise the following:

- Notification of the violation. The Dealer has 3 business days to correct the violation in all marketplaces
- Dealer’s account being placed on hold, in which orders may be placed and/or shipped for a to be determined duration
- Termination of “Authorized” Seller status and/or loss of discounts the Dealer may receive directly from Natrol
- Termination of any agreements between Natrol and the Dealer, as well as, being placed on a Do Not Sell list with Natrol’s wholesale partners

The following examples are inconsistent with this Policy:

- Products that are advertised together at a single price that is lower than the sum of the individual MAP prices for those products.
- Advertising a price below the MAP price with a shipping fee associated to meet the price listed in this policy.



818.739.6000 • 21411 Prairie Street, Chatsworth, CA 91311

- Natrol products may only be sold by Retailers, including, but not limited to, Internet retailers and in-store retailers, to end consumers only. Retailer may not sell or otherwise provide Natrol product to any other retailer entity.

This MAP Policy does not apply in any way to your actual selling prices; your retail sales prices for any and all Natrol products remain wholly within your discretion. We do not seek, nor will we accept, any agreement or assent from you respecting our MAP Policy, either now or at any future time. Nothing contained in this Policy constitutes an agreement between Natrol and any other Dealer as to the minimum prices at which the dealer shall resell the Products. This policy is being established by us unilaterally and therefore is not subject to negotiation. Natrol will implement and act respecting its MAP Policy unilaterally based upon information deemed sufficient by Natrol, and all such determinations are final.

We reserve the right at any time to modify this policy, to establish new or different policies or to discontinue any or all of such policies. This MAP Policy shall remain in effect until modified or terminated by us. We believe that our policy is clear and unambiguous. Should you have any inquiries regarding our policy, please contact Natrol at 818-739-6000 or [info@natrol.com](mailto:info@natrol.com).