

# NATURADE®

May 19, 2023

To: All Prevention, LLC Customers and Distributors

Re: Minimum Advertised Price (MAP) & Online Selling Policies

PREVENTION, LLC and its subsidiaries and affiliates (collectively, "Prevention") design and manufacture Naturade® and Symbiotics® branded products (collectively, "Products") that are advertised, marketed, and sold using copyrighted materials, trademarks, brands and/or tradenames belonging to one or the other of them.

Prevention has established a strong reputation for providing customers with high value Products and strong after-sales support in connection with the Products. Prevention greatly values the efforts of all Resellers (defined below) to distribute Prevention's Products.

Effective August 17, 2023, Prevention, for itself and its subsidiaries and affiliates has unilaterally updated this Minimum Advertised Price Policy ("MAP Policy") regarding the Products, which shall apply to all distributors, wholesalers, and retailers (collectively, "Resellers") who resell Prevention Products to end users located in the United States. Prevention is adopting this MAP Policy to both preserve its strong reputation and its interest in, and the value of, its trademarks, brands and trade names.

The following is Prevention's MAP Policy:

1. Minimum Advertised Pricing: This MAP Policy shall apply to the Products that are listed on Schedule A attached to this MAP Policy, as may be amended and/or revised from time to time. Prevention advises each of its Resellers that advertising a Product using Prevention's copyrighted materials (including photographs from the Product line photo library or Prevention-created product descriptions) at a price below the minimum advertised price shown on Schedule A attached hereto and made part hereof ("MAP") may lead to certain consequences, including Prevention's discontinuance of its business relationship with such Reseller. Prevention neither seeks nor will it accept any agreement or understanding with respect to MAP's that a Reseller may advertise or charge at any time.

a. "Advertising" shall include any price listing accessible to consumers in any and all media; including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media including web sites, email, newsletters, email solicitations, television, radio, public signage and trade shows. Prevention's intention and policy is not to engage any Reseller that advertises a Product at a price below its respective MAP. It is the decision of each Reseller to advertise a Product at any price it chooses, as long as it is not less than the respective Product's MAP.

b. "Advertising" shall not include any in-store advertising that is displayed only in the store and not distributed to any customer. In-store displays, point-of-sale signs, hangtags or bar codes or similar marks on Products or Product packaging that merely states the related Product's price are not considered "advertising." In addition, "advertising" shall not include individualized and non-automated price quotations sent via email to a consumer at the consumer's request. Lastly, in-store mark downs of discontinued merchandise approved by Prevention are excluded from the MAP Policy.

c. If pricing of a Product is displayed, any strike-through or other alteration of the MAP is prohibited.

2. Limitation of the MAP Policy:

a. Without limiting the foregoing, this MAP Policy is not intended to affect actual resale prices or require any Reseller to resell a Product for any specified price. 17875 Von Karman Ave, Suite 150, Irvine, CA 92614 (714) 860-7600

b. This MAP Policy does not establish maximum advertised prices. All Resellers may offer Products at any price in excess of the respective Product MAP.

c. This MAP Policy does not in any way limit the ability of any Reseller to advertise that “it has the lowest prices” or “it will meet or beat any competitor’s price” or that consumers should “call for a price” or phrases of similar import, as long as the price advertised or listed for a Product is not less than its MAP.

d. Advertising that includes bundling or including a free or discounted product (whether manufactured by Prevention or another manufacturer) with a Product covered by this MAP Policy generally would not violate this MAP Policy and is typically permitted. However, subtracting the value of such free or discounted product to advertise a “net” price that is below MAP is not permitted.

e. Compliance with this MAP Policy remains at all times solely at the discretion of each Reseller.

f. Prevention shall have no liability for any action taken by it under this MAP Policy.

3. Changes in MAP and Products: All Products are subject to this MAP Policy, including any new product(s) added by Prevention to its list of Products and bearing Prevention’s name. Prevention may, at any time and in its sole discretion, revise the MAP for any Product. Each addition and each MAP revision shall be effective at such time as specified by Prevention in its MAP schedule that will be provided to each Reseller. Prevention’s last MAP lists are available to all Resellers at Prevention’s office. All changes of MAPs, as and when made, will also be available.

4. MAP Policy Violations: Prevention does not intend to do business with Resellers who degrade the brand image of Prevention and its Products. Prevention may, in its sole discretion, cease supplying Products to that Reseller and/or terminate all orders from or to, and all contracts with, a Reseller who fails to abide by this MAP Policy. Prevention is not required to provide a Reseller violating this MAP Policy with any prior notice or to issue a warning prior to taking action under this MAP Policy. Distributors of Prevention Products shall supply a copy of this MAP Policy to each existing and any new retail Reseller. Prevention may monitor the advertised price of Resellers either directly or through the use of third party agencies. Prevention reserves the right, in its unilateral discretion, to take other action to any Resellers that violate this MAP Policy.

5. Drop Shippers: Drop Shippers are defined as entities appointed by Reseller to distribute Product. “Third-Party Fulfillment Centers” are defined as third party entities that, on behalf of the Reseller, store Product, receive customer Product orders, package Product in response to the customer orders, and ship the ordered Product to the end customer.

a. Reseller must receive prior written approval from Prevention to warehouse, distribute and fulfill Product orders through the services of Drop Shippers or Third-Party Fulfillment Centers. We consider Third-Party Fulfillment Centers to include the use of Fulfillment-By-Amazon (FBA), Fulfillment-By-Sears (FBS) and other such services.

b. Any Reseller using the services of Drop Shippers or Third-Party Fulfillment Centers previous to this Agreement is no longer authorized to replenish Drop Shippers or Third-Party Fulfillment Centers with additional Product without prior written approval of Prevention LLC. 17875 Von Karman Ave, Suite 150, Irvine, CA 92614 (714) 860-7600

c. Reseller using the services of Drop Shippers or Third-Party Fulfillment Centers previous to this Agreement can no longer advertise for sale, or list any Product on the Internet that uses the services of Drop Shippers or Third-Party Fulfillment Centers without prior written approval of Prevention.

6. Prevention's Sole Responsibility: This MAP Policy is solely Prevention's decision and responsibility acting through its duly authorized managers. It will make all decisions regarding this MAP Policy unilaterally. No employee or sales representative of Prevention has any authority to discuss or modify this MAP Policy, and any action of any person claiming to modify this MAP Policy or to solicit or obtain the agreement of any person to this MAP Policy is unauthorized and invalid.

Resellers with any questions should contact Naturade at [map@naturade.com](mailto:map@naturade.com) where we will respond in writing promptly.

Thank you,

Peter Hartman

Vice President of Sales

DESCRIPTION	ITEM NO.	SIZE	MSRP (\$/ea)	MAP (\$/ea)	UPC CODE
<b>NATURADE® VEGANSMART® PEA PROTEIN VEGAN SHAKE</b>					
Pea Protein - Vanilla 15 Serving Jug	2605	19.58 oz	\$32.19	<b>\$24.14</b>	0 79911 02605 8
Pea Protein - Chocolate 15 Serving Jug	2608	20.64 oz	\$32.19	<b>\$24.14</b>	0 79911 02608 9
<b>NATURADE® VEGANSMART® ALL-IN-ONE NUTRITIONAL SHAKE</b>					
Vanilla 15 Serving Jug	2802	22.8 oz.	\$44.89	<b>\$33.67</b>	0 79911 02802 1
Chocolate 15 Serving Jug	2803	24.3 oz.	\$44.89	<b>\$33.67</b>	0 79911 02803 8
Chai 15 Serving Jug	2804	22.8 oz.	\$44.89	<b>\$33.67</b>	079911 02804 5
Wild Berries 15 Serving Jug	2805	22.8 oz.	\$44.89	<b>\$33.67</b>	079911 02805 2
<b>NATURADE® VEGANSMART® PROTEIN &amp; GREENS PLUS SHAKE</b>					
Vanilla Crème 15 Serving Jug	2840	22.8 oz.	\$45.99	<b>\$34.49</b>	0 79911 02840 3
<b>NATURADE® TOTAL SOY® WEIGHT LOSS SHAKE</b>					
Vanilla 15 Serving Jug	2316	19.05 oz	\$22.99	<b>\$17.24</b>	0 79911 02316 3
Chocolate 15 Serving Jug	2317	19.05 oz	\$22.99	<b>\$17.24</b>	0 79911 02317 0
<b>NATURADE® TOTAL SOY® ALL NATURAL MEAL REPLACEMENT</b>					
Bavarian Chocolate	2301	17.88 oz	\$27.29	<b>\$20.47</b>	0 79911 02301 9
French Vanilla	2302	17.88 oz	\$27.29	<b>\$20.47</b>	0 79911 02302 6
Strawberry Crème	2303	17.88 oz	\$28.65	<b>\$21.49</b>	0 79911 02303 3
<b>NATURADE® PLANT BASED PROTEIN BOOSTERS</b>					
<b>Pea Protein Vegan Shake</b>					
Pea Protein - Vanilla 12 Serving Canister	2601	15.66 oz	\$27.59	<b>\$20.69</b>	0 79911 02601 0
<b>NATURADE® PLANT BASED PROTEIN NUTRITIONAL SHAKE</b>					
Vanilla 13 Serving Jug	2611	16.5 oz	\$24.88	<b>\$18.66</b>	0 79911 02611 9
Chocolate 13 Serving Jug	2612	17.88 oz	\$24.88	<b>\$18.66</b>	0 79911 02612 6
<b>NATURADE® ALL-NATURAL WEIGHT GAIN</b>					
Vanilla 12 Serving Canister	2661	20.30 oz	\$28.79	<b>\$21.59</b>	0 79911 02661 4
Chocolate 12 Serving Canister	2662	20.30 oz	\$28.79	<b>\$21.59</b>	0 79911 02662 1
Vanilla 24 Serving Canister	2663	40.60 oz	\$47.19	<b>\$35.39</b>	0 79911 02663 8
Chocolate 24 Serving Canister	2664	40.60 oz	\$47.19	<b>\$35.39</b>	0 79911 02664 5
<b>SYMBIOTICS®</b>					
<b>Symbiotics Colostrum™ Chewables</b>					
Colostrum Chewables - Pineapple	01UGGCHI	120	\$28.79	<b>\$21.59</b>	6 47303 01008 6
Colostrum Chewables - Cherry	01UGGCCY	120	\$28.79	<b>\$21.59</b>	6 47303 01013 0
Colostrum Chewables - Orange Cream	01UGGCOR	120	\$28.79	<b>\$21.59</b>	6 47303 01015 4
<b>Symbiotics Colostrum Plus™ with Vegetable Caps</b>					
Colostrum Plus 60 Ct. Caps	04UGG060	60	\$21.89	<b>\$16.42</b>	6 47303 04011 3
Colostrum Plus 120 Caps	04UGG120	120	\$37.49	<b>\$28.12</b>	6 47303 04003 8
Colostrum Plus 240 Caps	04UGG240	240	\$51.79	<b>\$38.84</b>	6 47303 04018 2
Colostrum Plus Candida Formula Caps	04UGGCDA	120	\$59.99	<b>\$44.99</b>	6 47303 04002 1
Colostrum 40% High-IG Caps	01UGGHIG	120	\$43.79	<b>\$32.84</b>	6 47303 01006 2
<b>Symbiotics Colostrum Plus™ Powders</b>					
Colostrum Plus 21 oz Powder	04UGG21T	21 oz	\$112.69	<b>\$84.52</b>	6 47303 04022 9
Colostrum Plus 6.3 Powder	04UGGLGP	6.3 oz	\$57.49	<b>\$43.12</b>	6 47303 04008 3
<b>NATURADE® HERBAL COUGH &amp; COLD</b>					
HERBAL EXPEC® Expectorant	3481	4.2 fl oz	\$14.48	<b>\$10.86</b>	0 79911 03481 7
HERBAL EXPEC® Expectorant	3482	8.8 fl oz	\$19.88	<b>\$14.91</b>	0 79911 03482 4
Saline and Aloe Nasal Spray	3499	1.5 fl oz	\$13.19	<b>\$9.89</b>	0 79911 03499 2

