

Redmond Life Minimum Advertised Price Policy Effective March 2021

1. Introduction

To help ensure the legacy of Redmond Trading Company, L.C. d/b/a Redmond Life (“Redmond”) as a top producer of high quality natural products and to protect the reputation of its brand and products Redmond has unilaterally established this Minimum Advertised Price (“MAP”) Policy. This MAP policy is also designed to ensure resellers maintain the ability to invest resources into services and support for consumers that purchase Redmond products.

2. Policy Statement

Failure to abide by this MAP Policy may result in Redmond, at its sole discretion, discontinuing doing business (either directly or indirectly through any authorized distributor) with any reseller that advertises any product(s) covered by this MAP Policy at a price lower than the MAP.

3. General Guidelines

- a. This MAP Policy applies to all United States retailers of Redmond products.
- b. This MAP Policy covers all Redmond products.
- c. The MAP for all Redmond products shall be no less than twenty percent (20%) off Redmond’s suggested retail list price as listed in the then current Redmond Retail Price List.
- d. This MAP Policy does not establish maximum advertised prices. All retailers may advertise or offer Redmond products at prices in excess of the MAP established for such product.
- e. Redmond recognizes that retailers are free to make their own decisions to advertise and sell any Redmond product at any price they choose, without consulting or advising Redmond. Similarly, Redmond will exercise its right to make its own decisions regarding supplemental marketing materials, point-of-purchase displays, new product availability, or future promotional, joint marketing, or sponsorship programs.
- f. The MAP Policy applies to advertised prices, not the price at which Redmond products are actually sold or offered for sale to an individual in-store or over the telephone.

4. Advertising Guidelines

- a. This MAP Policy applies to all advertisements of Redmond products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as Internet sites, social media sites, apps, or any other electronic media.
- b. This MAP Policy does not apply to solely on premise or in-store advertising that is not distributed to customers
- c. Website features such as “click for price”, automated “bounce-back” pricing e-mails, pre-formatted e-mail responses, forms, and automatic price display for any items prior to being placed in a customer’s shopping cart, and other similar features are considered to be communications initiated by the retailer (rather than by the customer) and thereby constitute “advertising” under this MAP Policy.
- d. It shall not be a violation of this MAP Policy to advertise that a customer may “call for price” or “email for price”, or to use similar language, specifically with respect to Redmond Products, so long as no price is listed.
- e. This MAP Policy also applies to any activity which Redmond determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for ‘group purchases’ and the like.

- f. It shall not be a violation of this MAP Policy to advertise in general that the reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.

5. Bundling Guidelines

Bundling or advertising Redmond products for sale together with other products (whether made by Redmond or any other manufacturer) will violate this MAP Policy if Redmond, in its sole discretion, determines that the bundling has the effect of discounting the advertised price of the covered product below the MAP.

6. Policy Enforcement

- a. If a retailer with multiple store locations violates this MAP Policy at any one store location, or on any associated website, then Redmond will consider this to be a violation by the retailer.
- b. Redmond reserves the right to cancel any pending orders, restrict future orders, or suspend retailer’s account if Redmond reasonably believes: (i) a retailer has violated the provisions of this policy; or (ii) a retailer intends to violate this policy.
- c. Redmond’s MAP Policy Administrator is solely responsible for determining whether a violation of the MAP Policy as occurred, as well as determining appropriate sanctions.
- d. Redmond Sales, Marketing, or other personnel are not authorized to modify or grant exceptions to the MAP Policy.
- e. Redmond monitors the advertised prices of retailers, either directly or via the use of 3rd party agencies or tools. Retailers are expected to provide reasonable cooperation in any Redmond investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Redmond MAP Policy investigation is a violation of this MAP Policy.
- f. This MAP Policy will be enforced by Redmond in its sole discretion and without notice.

7. Modification

Redmond reserves the right and sole discretion at any time to modify, suspend, discontinue or enforce this MAP Policy in whole or in part or designate promotional periods during which the terms of the policy change or designate periods of time during which the policy is not applicable, and no reseller has any right to rely on the continued existence of this MAP policy or any effort by Redmond to enforce it.