



# Sun Chlorella

## MINIMUM ADVERTISED PRICE AND RESELLER POLICIES

Sun Chlorella USA, Corp. (“Manufacturer”) is hereby adopting the following Minimum Advertised Price Policy (the “MAP Policy”) designed to protect the long term strength and integrity of its brand, resellers’ investment in Manufacturer and its products (“Products”), and consumers’ perception of Manufacturer’s Products, by helping resellers engage in advertising that best conveys to consumers the value of Manufacturer’s Products.

The MAP Policy applies to all retailers, resellers, and distributors of Manufacturer’s Products (“Reseller”) to maintain an advertised pricing structure. The MAP Policy applies to advertised prices, not the prices at which Products are actually sold, and each Reseller is free to set its actual resale price for any Product independently.

This MAP Policy is not an agreement between Manufacturer and any other party. Rather, it is a policy that has been adopted unilaterally by Manufacturer, which means, as explained below, that it has not been, and will not be, negotiated with, nor does it contemplate the agreement of, any of Manufacturer’s customers. The MAP Policy takes effect on Resellers, and Resellers must be in compliance no later than January 1, 2022.

A. The MAP Policy may be adjusted by Manufacturer from time to time, at its sole discretion, upon 30 days’ notice to Reseller.

B. Except as described elsewhere herein, the MAP Policy applies to all advertisements of Manufacturer Products over the Internet or similar electronic media including, but not limited to, websites, search engines, banners, pop-up ads, email marketing, email newsletters, and email solicitations, and in any and all other media, including, but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio and public signage. No such advertisement will represent or imply that any Product may be sold for less than the full Minimum Advertised Price (as listed in the attached MAP Policy Price List). For all future Products, unless indicated otherwise in writing from Manufacturer, the Minimum Advertised Price shall be 15% off Manufacturer’s suggested retail price (MSRP).

C. “Bundling” or advertising a free or discounted product (whether made by Manufacturer or another manufacturer) with a Manufacturer Product would violate this MAP Policy and is not permitted. All “bundles” must be advertised at or above the cumulative Minimum Advertised Prices of Manufacturer’s Products. If a Manufacturer Product is bundled with a non-Manufacturer Product, the advertised bundle price must be at or above the Minimum Advertised Price of the Manufacturer Product plus the price of the non-Manufacturer product, if sold separately. If the Manufacturer Product is bundled with a gift card or similar item with a specific dollar value, the advertised bundle price must be at or above the Minimum Advertised Price of the Manufacturer Product, plus the value of the other item. The advertisement cannot state or imply that the Manufacturer Product is free or discounted below the



Minimum Advertised Price in any way. Bundling should not be used to “camouflage” discount advertising of Manufacturers’ Products.

D. For multipack offers the Minimum Advertised Price of the multipack is the quantity of SKU(s) in the multipack multiplied by the respective Minimum Advertised Price of the SKU(s) that comprise said multipack.

E. Any strike-through or other alteration of the Minimum Advertised Price is prohibited.

F. The MAP Policy does not establish maximum advertised prices. All Resellers may advertise Manufacturer Products at any price equal to or in excess of the Minimum Advertised Price.

G. The MAP Policy is not applicable to: (i) in-store merchandising and advertising within a physical, brick and mortar retail store that is displayed only in the store and not distributed to consumers generally; (ii) a website shopping cart as long as the Product was placed in the cart by a customer who clicked or selected “Order,” “Add to Cart,” or (iii) prices negotiated between the Reseller and a unique customer. Moreover, the MAP Policy does not in any way limit the ability of any Reseller to advertise that “they have the lowest prices” or “will meet or beat any competitor’s price,” or that prices are “too low to advertise,” or that consumers should “call for a price” or “add to cart to see price,” or phrases of similar import as long as the price advertised for Products is not less than Minimum Advertised Price.

H. From time to time, Manufacturer may permit Resellers to advertise one or more of the Manufacturer Products covered by this MAP Policy at prices lower than the Minimum Advertised Price for a specified period. In such case, Manufacturer will notify Resellers in advance of the details of the limited suspension or modification of this MAP Policy.

I. Including in any advertising for a Product covered by this MAP Policy a gift card, coupon or any other type of discount that would effectively immediately reduce the advertised price of the Manufacturer Product below the Minimum Advertised Price then in effect for such Product will constitute a violation of this MAP Policy. Advertising that includes a gift card, coupon, or any other type of discount on future purchases (regardless of whether or not for Products) shall be evaluated under the same guidelines as described in Section C regarding Bundling.

J. Manufacturer’s sales representatives are not permitted to make any agreement with any Reseller with respect to the advertising or pricing of Manufacturer Products, including without limitation, modifications to, or account compliance with, this MAP Policy. Manufacturer’s sales representatives are instructed to limit their activities to informing the Reseller of the MAP Policy’s existence and Manufacturer’s Minimum Advertised Prices for its Products. Beyond such communications, Manufacturer’s designated MAP Policy Manager [compliance@sunchlorellausa.com](mailto:compliance@sunchlorellausa.com) is the only person authorized by Manufacturer to communicate on MAP Policy matters.

K. Manufacturer will not communicate with any Reseller regarding another Reseller’s advertising or pricing practices. Manufacturer does not entertain complaints from its Resellers regarding another Reseller’s advertising or pricing practices.



L. Each Reseller is responsible for ensuring its compliance with this MAP Policy, as well as compliance by any other Resellers to whom it sells Manufacturer's Products. Resellers who supply Products to third parties for the purpose of resale shall communicate this MAP Policy in writing to such third parties, and failure to do so will be considered a violation of this MAP Policy.

M. In the case of a violation of the MAP Policy, Manufacturer holds the right to withhold or cancel any future orders to Reseller, at its sole discretion. Specifically:

i. The first MAP violation will result in a written warning with a 48-hour window within which Reseller must correct the violation and comply with MAP. Until such correction and compliance, Reseller's account will be placed on a temporary hold.

ii. If Reseller fails to comply or there is a subsequent MAP violation, a written notice of violation will be issued to Reseller and Reseller's account will be placed on an indefinite hold and will be blocked from placing new orders.

N. It is not the purpose or intent of this Policy to restrict, coerce, or force any Reseller to charge a particular price for any Manufacturer Product. The Policy is not a contract or agreement, or an offer to form a contract or agreement. Manufacturer does not ask for, and will not accept, any agreement about an account's compliance with this Policy. This Policy simply describes the manner in which Manufacturer chooses, in its sole discretion to sell its Products. This Policy addresses advertised pricing only, and Resellers must make their own decisions regarding what they actually charge for Manufacturer's Products.



## Sun Chlorella

### Minimum Advertised Price (MAP) List

Product	UPC	MSRP (unit)	MAP (unit)
Sun Chlorella 500mg - 600 tablets	0-29918-01512-8	\$ 165.00	\$ 140.25
Sun Chlorella 500mg - 120 tablets	0-29918-01511-1	\$ 38.25	\$ 32.51
Sun Chlorella 200mg - 300 tablets	0-29918-01111-3	\$ 38.25	\$ 32.51
Sun Chlorella 200mg - 1500 tablets	0-29918-01151-9	\$ 165.00	\$ 140.25
Sun Chlorella Powder - 30 Packets (180g)	0-29918-00007-0	\$ 89.95	\$ 76.46
Sun Wakasa Gold Plus	0-29918-01313-1	\$ 168.95	\$ 143.61
REJUV-A-WAFERS - 60 Wafers	0-29918-03410-5	\$ 34.95	\$ 29.71
Organic Sun Eleuthero 1200 tablets	0-29918-01397-1	\$ 135.50	\$ 115.18
Sun Chlorella Cream	0-299180-1416-9	\$ 75.00	\$ 63.75
Astarella Primetime Skin Cream	0-29918-00001-8	\$ 85.00	\$ 72.25
Infuse Your Mood Eleuthero Tea - 20 teabags	0-29918-02511-0	\$ 8.95	\$ 7.61
Sun Chlorella Powder - 10 Packet (60g)	0-29918-00010-0	\$ 29.95	\$ 25.46
Organic Sun Eleuthero 240 tablets	0-29918-01396-4	\$ 36.25	\$ 30.81
Sun Eleuthero Extract	0-29918-02322-2	\$ 178.95	\$ 152.11
Infuse Your Mood Eleuthero Tea - Loose Leaf	0-29918-02513-4	\$ 10.85	\$ 9.22
Well Well Wow! 10 bottles	0-29918-01395-7	\$ 49.50	\$ 42.08
Sun Chlorella Udon	0-29918-00008-7	\$ 7.99	\$ 6.79

As stated in Section B of the MAP Policy, for all future Products, unless indicated otherwise in writing from Sun Chlorella (US) Ltd., the MAP shall be 15% off MSRP.