



UNILATERAL MINIMUM ADVERTISED PRICING POLICY

This Unilateral Minimum Advertised Price (“MAP”) Policy (the “MAP Policy”) of New England Greens, LLCd/b/a Vibrant Health (the “Company”) will become effective as of November 24th, 2020 and will apply to distributors, resellers and retailers, including internet retailers (collectively “Resellers”), who resell Company products (the “Products”) to end users located in the United States.

We recognize that our high-quality Resellers invest time and resources to deliver an extraordinary customer experience, and to support these efforts, Company established this MAP Policy to allow the Resellers to earn the profits necessary to maintain the high level of customer experience customers have come to expect.

POLICY

1. Minimum Advertised Pricing. Company, in its sole discretion, will establish the MAP and will communicate the MAP to its Resellers. Company will, from time to time, publish a schedule of discounted Manufacturer’s Suggested Retail Price (“DMSRP”). The DMSRP may be amended or adjusted by Company at any time in its sole discretion. Prices less than the DMSRP are a violation of the MAP Policy. The initial schedule of MSRPs is included as Exhibit A to this MAP Policy.

2. Scope of MAP Policy.

(a) The MAP Policy applies to all advertised prices of Products, but not selling prices. For the purposes of this MAP Policy, “advertised” means any form of Reseller advertising 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, telephone solicitations, Internet or similar electronic media, online portal sites, auction and shopping sites, natural or paid search engine listing, social media sites, banner advertisements, television, radio, and public signage.

(b) The MAP Policy applies to the advertised price of a Product before shipping, handling, or additional charges are levied.

(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 Reseller (rather than by the customer) and thereby



constitute “advertising” under this MAP Policy; however, 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 Products; provided, that no price is listed in such advertisement.

(d) The following are contrary to the MAP Policy and prohibited:

(i) The inclusion in advertising of free or discounted products (whether made by the Company or another manufacturer) with a Product covered by the MAP Policy, if such inclusion has the effect of discounting the advertised price of the covered Product below the DMSRP;

(ii) Discounts and promotions that lower the retail price below the DMSRP (e.g. discounts on shipping or other ancillary costs);

(iii) Aggregating the Product price and shipping price or other ancillary cost to satisfy the MAP Policy;

(iv) If pricing is displayed, any strike-through or other alteration of the DMSRP;

(v) As part of any Internet auction, price displays, reserved bids or other prices below the DMSRP; and

(vi) With respect to any Company product, any advertisement by any party that “they have the lowest prices”, that they “will meet or beat any competitors price”, or that the price is “too low to show”, or phrases of similar import or meaning if the price advertised or listed for the applicable Company product is less than DMSRP.

This MAP Policy also applies to any activity which Company determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy.

3. Maximum Advertised Price. MAP does not establish maximum advertised prices. Products may be offered at any price in excess of the DMSRP.

4. Company Trademarks. Conditioned on the undersigned’s and its Affiliate’s strict compliance with the MAP Policy, the Company hereby grants to the undersigned a limited, personal, non-assignable, non-transferrable, non-sublicensable, non-exclusive, revocable license to use the Company’s trademarks for the sole purpose of advertising and marketing Products in accordance with the terms of the MAP Policy. The Company reserves and retains



all rights not expressly granted herein, and no rights or licenses shall be deemed granted by implication, estoppels, course of dealing or otherwise. The undersigned agrees to hold all trademarks of the Company as the property of the Company and use advertising materials provided by the Company in an authorized manner only. Upon the separation or termination of the undersigned's relationship with the Company, the undersigned shall have no further rights under this section, and shall immediately stop all use of Company trademarks.

5. Discretion and Authority.

(a) The MAP Policy is solely within the Company's discretion and authority acting through the duly authorized managers of the Company. No employee or sales representative of the Company has any authority to discuss, modify, or grant exceptions to the MAP Policy. Any representation or action by any employee, sales representative, or persons not specifically authorized to discuss, modify, or grant exceptions to this MAP Policy under this paragraph is unauthorized and invalid.

(b) All questions about the MAP Policy should be in writing and directed via U.S. Mail to:

MAP Policy Administrator
Vibrant Health
1 Waterview Dr, #103
Shelton, CT 06484

The MAP Policy Administrator will respond in writing only; no oral communication about the MAP Policy is authorized. The MAP Policy Administrator shall be solely responsible for determining whether a violation of the MAP Policy has occurred, communicating decisions to parties about the MAP Policy, and receiving any communications regarding actions taken with respect to the MAP Policy. Any action taken by the Company under the MAP Policy shall be without liability to the Company.

6. Monitoring and Enforcement of MAP Policy.

(a) As part of the Company's monitoring of the MAP Policy, the Company and its partners may, from time to time, utilize a range of human and computer technologies to monitor the pricing and placement of Products across the Internet. This monitoring may include, without limitation, visiting the website(s) of any Reseller and/or tracking compliance with the MAP Policy by any Reseller. Any attempt by a Reseller to redirect, mask, or otherwise interfere with these monitoring efforts or any other enforcement of the MAP



Policy will be considered an express violation of the MAP Policy.

(b) The Company has no obligation to provide prior notice or issue warnings before taking any action under the MAP Policy.

(c) Failure to abide the MAP Policy may result in sanctions unilaterally imposed by the Company. The level of sanctions will be determined by the Company in its sole discretion and may include termination of a Reseller's right to sell the Products. Resellers are solely responsible for compliance with the MAP Policy and their affiliates' compliance with the MAP Policy. If any location within a Reseller's organization violates any component of the MAP Policy, sanctions may be unilaterally imposed upon the entire organization of the Reseller. Additionally, if a Reseller knowingly sells Products to MAP Policy violators, Reseller may unilaterally have its authorization to purchase and resell Products revoked.

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